TROWER'S

MANUAL

OF THE

# Prevalence of Equity

UNDER THE 25TH SECTION

OF THE

JUDICATURE ACT, 1873,

AMENDED BY THE

JUDICATURE ACT, 1875.

*5s. cloth.*

WORKS PUBLISHED BY

# MESSRS. BUTTERWORTH.

Drewry's Forms of Claims and Decrees in the Chancery

Dutton's Deeds Briefly Explained. 12mo. 2s. cloth.

Davis's County Courts Practice in Equity, Bankruptcy, and

Davis's County Court Rules, 1875 and 1876, with the

Dwyer's Compliance of Equity under the Judicature Acts

Mozley and Whiteley's Concise Law Dictionary. Third Edition.

Dodd's Common Form Practice in granting Probates and

Goodeve's Probate Court Manual. Corrected to 1876.

Dr. Tristram's Probate Court (Conventious Business)

Fulton's Law of Slander and Libel. 4th Edit. Royal 8vo.

Robson's Law and Practice in Bankruptcy. Third Edit.

Davis's Islands Laws of 1875. With introduction and

Bund's Agricultural Holdings Act, 1875. 12mo. 2s. cloth.

Powell's Principles and Practice of the Law of Evidence.

Higgins's Digest of Cases on the Law and Practice of Letters

Crompe's Law of Marine Insurance and General Average.

Collier's Law of Contributories in the Winding-up of Joint

De Hart's Law of Forestries. 8vo. 14s. cloth.

Bond's Law of Salmon Fisheries. Post 8vo. 15s. cloth.

Underhill's Law of Torts or Wrongs. Post 8vo. 8s. cl.

Sir T. Erskine May's Parliamentary Practice. 7th Edit.

Dixon's Law of Bankers and Banking. Third Edition.

Kelly's Conveyancing Draftsman. Post 8vo. 6s. cloth.

Boulnois's Law of Arbitration and Award. 8vo. 12s. cl.

Benjamin's Law of Sales of Personal Property and Bills of Sale. Post 8vo. 8s. cl.

Butterworth's Law of Vendors and Purchasers of Real Property.

Powell's Law of Landlord and Tenant. 8vo. 14s. cloth.

Saunder's Law of Pleadings. 1 vol. Post 8vo. 6s. cloth.

Rodwell's Practical Conveyancer. Post 8vo. 6s. cloth.

# A Manual

OF THE

# PREVALENCE OF EQUITY,

Under the 25th section

OF THE

## JUDICATURE ACT, 1873,

AMENDED BY THE

## JUDICATURE ACT, 1875.


BY

CHARLES FRANCIS TROWER, ESQ., M.A.,

OF THE INNER TEMPLE, BARRISTER-AT-LAW,

LATE FELLOW OF EXETER COLLEGE, AND VINERIAN LAW SCHOLAR, OXFORD.

*Author of "The Law of Debtor and Creditor" and of "The Law of the Building of Churches and Divisions of Parishes."*

LONDON:

BUTTERWORTHS, 7, FLEET STREET,

Law Publishers to the Queen's most excellent Majesty.

T. & T. CLARK AND BELL & BRADFUTE, EDINBURGH.

SMITH & SON, GLASGOW. HODGES, FOSTER & CO., GRAFTON STREET, DUBLIN.

THACKER, SPINK & CO., CALCUTTA. THACKER, VINING & CO., BOMBAY.

GEORGE ROBERTSON, MELBOURNE.

1876.

LONDON:
PRINTED BY C. ROWORTH AND SONS,
NEWTON STREET, W.C.

# PREFACE.

EIGHT and twenty years ago I protested, with all the energy I could command, in a Pamphlet,* by some thought Utopian, by others premature, against the intolerable nuisance and unphilosophical absurdity of a Distinct Administration of Law and Equity.

To-day, I find myself sitting down to edit a portion of an Act for its abolition!

I confine myself to a single section (25). It alone has "amended and declared the Law to be hereafter administered in England," with reference to those great Principles of Equity, which are universally to "prevail." The rest of the Act is Procedure chiefly.

It is hoped the following pages may be useful at least to the Common Law Branch of the Profession, which finds itself called on now for the first time to apply those Principles to Practice.

I have thought it sufficient to verify propositions by a reference to a single case, or good text book which has

* The Anomalous Condition of English Jurisprudence, Hatchard & Sons, London, 1848.

collected the cases; as a multiplicity of authorities, like time-pieces in a clock-maker's shop, tends only to distract. To facilitate reference, I have stated in the notes the *particular page* of such judgments as establish an important position.

I have also attempted to define terms which seemed to require it; and that, as soon after using them, as the state of the context has allowed—feeling strongly that definition is of the essence of all scientific investigation.

In Chapters III., VI., VII. and X., I have been largely indebted to Mr. Tudor's invaluable work on "The Leading Cases in Equity."

I have dispensed with side notes, and preferred the more exhaustively logical analysis, by letters and figures, adopted by Bacon, Viner, Comyns and others.

The reader's attention is, however, earnestly entreated to the directions on p. x, fronting Ch. I; *with it*, he will, I think, be able to easily "read off" each subject, and find his particular point; but *without it*, he may perhaps charge with obscurity the compressed style purposely adopted by me, as being that in which any Code of Law must eventually express itself—for to a Code, I trust and believe, we are fast tending.

7, NEW SQUARE, LINCOLN'S INN,
*March*, 1876.

# TABLE OF CONTENTS.

# TABLE OF CASES.

ERRATUM.

Page 65, note (*f*).—For "*Boahm*," read "*Boehm*."

## DIRECTIONS TO THE READER.

PARAGRAPHS headed by small *letters* within brackets, thus (a), (b), &c., are logical subdivisions of those headed by small Roman *numerals* within brackets, thus (ii.), (iii.), (iv.), &c.; which are subdivisions of those headed by Arabic *numerals*, thus, 1, 2, 3, &c.; which, again, are subdivisions of those headed by Roman *numerals*, thus, I., II., III., &c.; which, lastly, are subdivisions of those headed by Capital *letters* within square brackets, as [A.], [B.], &c. These last are also employed, when the *ipsissima verba* of the Acts are quoted.

# Manual

OF

# THE PREVALENCE OF EQUITY, &c.

## Chapter I.

## ON THE ADMINISTRATION OF INSOLVENT ESTATES.

38 & 39 Vict. c. 77, sect. 10.

"*In the administration by the Court of the assets of any person who may die after the commencement of this Act*" (i. e., 1 *Nov.* 1875) (*a*), "*and whose estate may prove to be insufficient for the payment in full of his debts and liabilities, and in the winding-up of any company under the Companies Acts,* 1862 *and* 1867, *whose assets may prove to be insufficient for the payment of its debts and liabilities and the costs of winding-up, the same rules shall prevail and be observed as to the respective rights of secured and unsecured creditors, and as to debts and liabilities provable, and as to the valuation of annuities and future and contingent liabilities respectively, as may be in force for the time being under the law of bankruptcy with respect to the estates of persons adjudged bankrupt; and all persons, who in any such case would be entitled to prove for, and receive, dividends out of the estate of any such deceased person, or out*

(*a*) 38 & 39 Vict. c. 77, s. 2.

*i. e.*, a lien on specific goods for specific charges (*g*) (*i. e.*, incurred about those very goods).

*General*—(which is disfavoured) (*h*), *i. e.*, a lien (still on specific goods) extending to a general balance due to the creditor for work done, or money expended, in a particular business, but not necessarily on the very goods (*i*).

The principal "non-retaining liens," and which attach to real as well as personal estate (*k*), are—

Judgments entered up one year before the bankruptcy (*l*), if the land has been delivered in execution and the writ of execution registered (*m*).

Vendor's lien for unpaid purchase money (*n*) of real estate.

Assignments for value of equitable choses in action (*o*).

Covenants to settle particular property (*p*).

Assignments for value (by the owner) of goods in the hands of his agent or consignee having notice of the assignment (*q*).

*Cestui que trust's* interest in lands purchased with trust monies (*r*).

A pawn or pledge (which seem the same, and to be included under "mortgage," though they differ from it and "lien") is confined to personal chattels, and passes to the pawnee only the possession, or at most only a special property in them. The pawnee has a right to sell without any express power, and the pawner has all his life to redeem in, if no time is named for

(*g*) *Weldon* v. *Gould*, 3 Esp. 268.
(*h*) 7 East, 227.
(*i*) 3 Esp. 268.
(*k*) *Houghton* v. *Matthews*, 3 B. & P. 485.
(*l*) 1 & 2 Vict. c. 110, ss. 13, 19.
(*m*) 27 & 28 Vict. c. 112.
(*n*) 5 Jarm. Byth. (Sw.) 14 (3rd ed.)
(*o*) *Ryall* v. *Rowles*, 1 Ves. 348; and see *infra*, Ch. VI.
(*p*) *Freemoult* v. *Dedire*, 1 P. Wms. 429.
(*q*) Cross on Lien, 78.
(*r*) *Lane* v. *Dighton*, Ambl. 409; and *infra*, Ch. II.

redemption (*s*), unless the case be within the Pawnbrokers' Act (35 & 36 Vict. c. 93).

(II.)

Rights of Secured Creditors.

(1.)

Under the Bankruptcy Act, 1869.

(i.) They may realize their security out of Court, if they have a power of sale (*t*).

(ii.) They may otherwise deal with their security, and have their remedies, as before the Act (*u*).

*E.g.* (if mortgagees), ejectment, foreclosure, tacking, marshalling, consolidation.

Tacking—*e.g.*, a *puisné* mortgagee without notice getting in a prior legal mortgage, and *vice versâ*, may "squeeze out" *mesne* incumbrances (*v*).

Marshalling—as where A. has a security on Whiteacre, and B. on Whiteacre and on Blackacre, A. may throw B. on Blackacre only (*w*).

Consolidation (often, but wrongly confounded with tacking (*x*))—*e.g.*, a mortgagor, and those claiming under him, cannot redeem one of two mortgages, legal or equitable, from him (meeting in the same mortgagee) without the other (*y*).

(iii.) They may give up their security, and prove for the whole debt (*z*).

The word "specific" in sect. 40 is not defined, and seems not to carry the matter further, and to have crept into the Act *per incuriam*. Every secured creditor is specifically secured.

(iv.) They may after realizing, or giving credit for

(*s*) 2 Spence, Eq. Jur. 772.
(*t*) Bankruptcy Act, 1869, s. 12.
(*u*) *Ibid.*
(*v*) Fisher on Mortgages (2nd ed.), p. 649.
(*w*) *Lanoy* v. *D. of Athol*, 2 Atk. 446.
(*x*) 2 Davids. Conv. (3rd ed.) 839; as to the difference, Fisher, p. 679.
(*y*) *Watts* v. *Symes*, 1 De G., M. & G. 246.
(*z*) Bankruptcy Act, 1869, s. 40.

the value of, their security, have a dividend for the balance in the manner and at the time prescribed (*a*) (*i. e.*, by the General Bankruptcy Rules).

(v.) They may "rest," or rely, on their securities (*b*) (*i. e.* do nothing), unless the trustee in bankruptcy redeem them, as he may, before realization, at the value at which, if proceeding afterwards to proof (as they may) for the balance due to them after deducting such value, they must have estimated them (*c*). In this case they must pay over to the trustee, on a subsequent realization, any surplus beyond (*d*), but may not increase proof for any deficiency (*e*) below, such estimated value.

(vi.) They may apply to the Court of Bankruptcy to realize the security, and prove as creditors for the deficiency (*f*) which it fails to realize, and receive dividends on such deficiency, rateably with the other creditors, not disturbing former dividends (*g*.)

> The Court shall thereupon inquire whether the creditor is entitled to the security, for what consideration, and under what circumstances; and if he is found mortgagee, or entitled to such security, and no sufficient objection to his title appear, shall take account of the principal, interest and costs, and of the rents and profits, or dividends, and interest or other proceeds, received by or for him if in possession, and shall give notice in public papers when and where, and by whom and in what way, the property is to be sold; and such sale is to be made, and the trustee to conduct it (*h*). All proper persons to join in conveyance (*i*), and the proceeds to go to pay

---

(*a*) Bankruptcy Act, 1869, s. 40.
(*b*) Robson, 277.
(*c*) Bankruptcy Rules, 1869, Nos. 99, 100.
(*d*) *Ibid.* No. 100.
(*e*) *Ibid.* No. 101.
(*f*) *Ibid.* No. 78.
(*g*) *Ibid.* No. 80.
(*h*) *Ibid.* No. 78.
(*i*) *Ibid.* No. 79.

the trustee's costs, and then mortgagee's principal and interest and costs; the surplus, if any, to trustee (*k*).

The "*interest*" so payable is interest not exceeding 4 per cent. *to* the date of the order of adjudication *from* the time the mortgage debt was payable (if under a written instrument at a certain time); if otherwise, from the time of a written demand giving notice that interest will be claimed (*l*).

(2.)

Rights in Equity of a Secured Creditor prior to the Bankruptcy Act, 1869.

The rights of a secured creditor in equity—at least of a legal mortgagee—were that, in an administration suit, he might prove before the chief clerk for his whole debt, and afterwards realize his security for any deficiency. Under that rule a mortgagee for (say) 1,000*l.* (the value of the security being 500*l.*, and the dividend paid on the bankruptcy being 10*s.* in the £) might get 500*l.* by realizing, and 500*l.* by proof: thus obtaining his whole 1,000*l.* (*m*). For this the more equitable rule in bankruptcy is adopted (so the subsection is really a "Prevalence of Equity"): under which, he can prove for 500*l.*, thus obtaining by way of dividend 250*l.*; and selling for 500*l.*, get in all 750*l.*

(III.)

Unsecured Creditors.

These are not defined by either the Bankruptcy or Judicature Acts; but may be sufficiently defined negatively, as "creditors not holding any mortgage, charge or lien on the bankrupt's property."

---

(*k*) Bankruptcy Rules, 1869, No. 80.
(*l*) *Ibid.* No. 77.
(*m*) *Mason* v. *Bogg*, 2 M. & C. 448.

Unsecured debts, unless preferential ones, are paid in bankruptcy *pari passu.*

Preferential debts, which are paid in full before any others are paid in part, but abate *inter se* (*n*), are—

(1.)

One year's arrears of assessed taxes to April 5 before the adjudication order, including land, property and income tax, not exceeding one year's assessment (*o*).

(2.)

Parochial and other local rates due at and within 12 months of order of adjudication (*p*).

(3.)

Four months' wages or salaries, not exceeding 50*l.*, to clerks and servants (*q*).

(4.)

Two months' wages of any labourers or workmen (*r*).

(5.)

Rent for one year prior to the order of adjudication (*s*).

[The remedy for rent is distress, and proof for any overplus for which the distress is not available (*t*).]

[C.]

"*And as to Debts and Liabilities provable.*"

The provisions of the Bankruptcy Act, 1869, on the points as to which the sub-section here refers us to it, are certainly a singularly tangled piece of legislation. I can only state, without professing to understand, it.

All debts (and liabilities as presently interpreted) present or future, certain or contingent, except demands in the nature of unliquidated damages (*u*) arising otherwise

---

(*n*) Bankruptcy Act, 1869, s. 32.
(*o*) *Ibid.* (1).
(*p*) *Ibid.*
(*q*) *Ibid.* (2).
(*r*) *Ibid.*
(*s*) *Ibid.* s. 34.
(*t*) *Ibid.*
(*u*) What are, see Chap. VII.

than by contract or promise, to which the bankrupt is subject at the adjudication order, or may become subject to during the bankruptcy by any obligation incurred prior to such order, are debts provable in bankruptcy, and may be proved in the prescribed manner before the trustee in bankruptcy (*x*).

"Debt provable in bankruptcy" includes any debt or liability by the Bankruptcy Act made provable in bankruptcy (*y*).

Liability includes—

Compensation for work or labour done.

Obligations, or the possibility thereof, to pay money or money's worth on the breach of any express or implied engagement, agreement, or undertaking to pay, or capable of resulting in the payment of, money or money's worth, whether such payment be, as respects amount, fixed or unliquidated; as respects time, present or future, certain or dependent on any contingency or contingencies; as to mode of valuation, capable of being ascertained by fixed rules, or assessable only by a jury or as matter of opinion (*z*).

As "debts and liabilities provable" are either the "rights of secured or of unsecured creditors," it does not seem easy to see any difference between the two sets of expressions.

[D.]

*"As to the Valuation of Annuities."*

"Annuities" (if they are not debts, as they are said not to be, save as to their arrears, unless secured by bond (*a*)) would seem to be comprised, if at all, under

---

(*x*) Bankruptcy Act, 1869, s. 31.
(*y*) *Ibid.* s. 4.
(*z*) *Ibid.* s. 31.
(*a*) Per Sir J. Cross, 2 Mont. & A. 523.

the large but loose interpretation of "liabilities" given above.

The Lord Chancellor, with the advice of the Chief Judge, may make general rules as to the "valuing of any debts provable in a bankruptcy" (*b*). No such rules have yet (1876) been made, and until such is the case it may be contended that the old principles, practice and rules as to the valuation of annuities still apply (*c*). These are contained in the Bankruptcy Act, 1849, which has been wholly repealed (*d*); so that our practical rule for guidance may be an act which is no longer on the statute book! It is as follows:

(I.)

Annuities certain and absolute.

The Court shall ascertain their value, by whatever assurance secured, regard being had to the original price given for the annuity, deducting the diminution in the value caused by the lapse of time from the grant to the petition for adjudication (*e*).

If the consideration was property, not money, the price paid by the grantee shall not be the criterion of value, but the market price (*f*). And the improved value of the property shall be taken into account (*g*).

(II.)

Contingent Annuities.

It was no objection to the proof of an annuity under the Bankruptcy Act, 1849, that it was contingent, if it was capable of valuation (*h*); but if it was for, or

---

(*b*) Bankruptcy Act, 1869, s. 78.
(*c*) *Ibid.*
(*d*) 32 & 33 Vict. c. 83.
(*e*) Bankruptcy Act, 1849, s. 175.
(*f*) *Ex parte Saxe*, 2 Deac. & Ch. 172.
(*g*) Robson, 170.
(*h*) *Ex parte Van Heythuysen*, 2 Mont. & Ayr. 519.

depended on, too uncertain a period or event to be valued, no proof was admissible (*i*).

If an annuity be a "liability," the mode of valuing contingent annuities is the same as that of valuing future contingent liabilities (*k*).

[E.]

"*And future and contingent Liabilities.*"

The mode of valuation is to make an estimate of their value according to the rules of the court (*l*) (*i. e.* of the court constituted by the Bankruptcy Act, 1869 (*m*)) for the time being in force, as far as applicable, and where not applicable, at the discretion of the trustee in bankruptcy, from whom an appeal lies to the court (*n*).

As no rules of the court have been yet (1876) made which are applicable, the valuation is made by the trustee.

Why the rules of bankruptcy as to the valuation of contingent "*debts*" is not adopted by the sub-section, it is not easy to see. Has that word dropped out *per incuriam*, or intentionally? They seem, however, not to be within the sub-section, and if not, still must be valued as heretofore in Chancery. For, although the phrase "*Debt provable in bankruptcy*" includes liabilities (as we have seen) (*o*), it by no means follows from thence that the converse of the proposition is true, and that "liabilities" include "debts," especially having regard to the careful way in which those expressions are distinguished, if not separately defined, throughout in the Act; which, had they been synonymous, would have been superfluous or bad draughtsmanship.

---

(*i*) *Parker* v. *Ince*, 4 H. & N. 53.
(*k*) *Infra*.
(*l*) Bankruptcy Act, 1869, s. 31.
(*m*) *Ibid.* s. 4.
(*n*) *Ibid.* s. 31.
(*o*) *Supra*, p. 8.

## Chapter II.

## STATUTES OF LIMITATION INAPPLICABLE TO EXPRESS TRUSTS.

36 & 37 Vict. c. 66, sect. 25, sub-sect. 2.

> "*No claim of a cestui que trust against his trustee for any property held on an express trust, or in respect of any breach of trust, shall be held to be barred by any Statute of Limitations.*"

This sub-section introduces no new "rule of law," although it extends the former rule, *i. e.*, the saving of express trusts contained in 3 & 4 Will. 4, c. 27, s. 25 (which was limited to land, including leaseholds and rent), to all kinds of property; moreover, it does directly what the Act of William did in an oblique, cumbrous way.

An express, or as it is sometimes termed a direct, trust, is one declared by some written instrument (or in the case of personalty even by parol (*a*)), and is not to be made out by circumstance or evidence (*b*).

[A.]

"*Against his Trustee.*"

As the sub-section is, substantially, a re-enactment of section 25 of 3 & 4 Will. 4, c. 27; which section neither it nor the Limitations Act, 1874 (*c*), repeal, further than they are inconsistent with it (and they do not appear to be inconsistent with it, as to the point now

(*a*) *Milroy* v. *Lord*, 4 De G., F. & J. 274.

(*b*) *Petre* v. *Petre*, 1 Drew. 393.

(*c*) 37 & 38 Vict. c. 57.

under consideration), it is necessary to consider sect. 25 of the Act of William (which must be read with this sub-section) and the previous law generally.

(I.)

Cestui que Trust *v.* Purchaser of Land or Rent.

"Where any land or rent shall be vested in a trustee upon any express trust, the right of the *cestui que trust*, or any person claiming through him, to bring a suit against the trustee, or any person claiming through him, to recover such land or rent, shall be deemed to have first accrued, according to the meaning of this act, at and not before the time at which such land or rent shall have been conveyed to a purchaser for a valuable consideration, and shall then be deemed to have accrued only as against such purchaser and any person claiming through him" (*d*).

The principal object of the above section being to declare that express trusts shall not be within it, the circuitous and anomalous mode adopted for effectuating this simple object—and that (be it observed) only by implication—is to declare that the right of the *cestui que trust* against his trustee shall be deemed to have accrued at, and not before, such and such a time, and then shall accrue in favour—not of such trustee but of—another person! One would naturally have expected that, if the *right against the trustee* was not to accrue *till* a particular time, the act would have gone on to say that after such time it should be held to accrue against him. Not a bit of it. The scene is suddenly changed. The section thenceforward becomes a *purchaser's protection section*, and *he* only is to be safe at the end of twenty years, and the trustee is left to the operation of the general law.

---

(*d*) 3 & 4 Will. 4, c. 27, s. 25.

The section of the Act of William relates only to purchasers for value with notice, and to land or rent; for purchasers for value without notice, at least if they had the legal title (which on a purchase from a trustee they generally had, and the possession of which, now that equitable titles (*e*) are to be universally recognised, may be less material) and did not purchase from trustees of charities (*f*), were always safe, irrespectively of statute, as the favourites of equity, from its doctrine of notice (*g*).

(II.)

Cestui que Trust *v.* Purchaser of Personalty.

(1.)

Choses in Possession.

Money and bank notes (*h*) may not be followed into the hands of a purchaser to whom they have passed in circulation, unless he had notice (of the trust).

Other personal chattels can be recovered from a purchaser for value [*semble*, even if without notice] if he did not buy them in market overt (*i*).

Market overt is, in London, strictly confined to shops in the City (*k*).

The purchaser "may be called to account by the *cestui que trust*, notwithstanding his *length of enjoyment*, subject to the rules of equity against affording relief to stale demands" (*l*), or on grounds irrespective of the Statutes of Limitation (*m*).

---

(*e*) 36 & 37 Vict. c. 66, s. 24.

(*f*) Tudor's Charitable Trusts (2nd ed.) 333.

(*g*) *Basset* v. *Nosworthy*, Rep. Temp. Finch, 102.

(*h*) Cases cited in Lewin on Trusts (4th ed.) 584.

(*i*) *Ibid.*

(*k*) Williams, P. P. (3rd ed.) 323.

(*l*) Hill on Trustees, 525.

(*m*) What those are, *infra*.

(2.)

Choses in Action.

A purchaser of a *chose in action*, whether with or without notice, takes it subject to the equities (*n*) affecting it, and therefore to the claim of the *cestui que trust* (*o*).

But the protection of want of notice extends to a purchaser of a bill of exchange (*p*).

And the same rule would seem to apply, as to the time within which *cestui que trust* may sue him, as in choses in possession.

In both classes of cases, *i. e.*, of choses in action and in possession, it is apprehended "*length of enjoyment*," as stated above, means the length of time prescribed by the Statutes of Limitation, *i. e.*, six years, if the remedy was in equity (by analogy to the legal remedy of detinue or trover) (*q*), in the case of choses in possession, or six or twenty years in the case of choses in action, if they be debts, according as they are simple contract (*r*) or specialty (*s*).

(III.)

Cestui que Trust *v.* Trustee and Volunteers from him.

(1.)

As against the *trustee* in possession (or *volunteers* from him with or without notice in possession) of land (*t*).

*Cestui que trust* may "follow" the land in their hands, without limit as to time (*u*), subject to the rules in equity (*x*), irrespective of the Statutes of Limitation (*y*).

---

(*n*) What these are, Chap. VI.
(*o*) See cases cited in Lewin, 560.
(*p*) *Dawson* v. *Prince*, 2 D. & J. 41.
(*q*) 21 Jac. 1, c. 15.
(*r*) *Ibid.*
(*s*) 3 & 4 Will. 4, c. 42.
(*t*) *Mansell* v. *Mansell*, 2 P. Wms. 678.
(*u*) Lewin, 561.
(*x*) What those are, *infra.*
(*y*) *M'Donnell* v. *White*, 11 H. Lds. 579.

By "following the land" is meant claiming to have the trusts of it performed.

(2.)

As against the trustee not in possession (having wrongfully aliened land to a purchaser, with or without notice, or to a volunteer, with or without notice) (*z*).

Subject to the rules of equity (*z*), irrespective of the Statutes of Limitation (*a*), the *cestui que trust* may—

(i.)

Compel him to purchase other lands of equal value to be settled on the like trusts (*b*).

(ii.)

Take the sale moneys, if any, with interest (*c*).

(iii.)

Have the present estimated value of the lands, allowing for any increase of price caused by improvements subsequent to the alienation (*d*).

(3.)

As to *any* property.

Subject to the rules of equity irrespective of the Statutes of Limitation (*e*), *cestui que trust* may have—

(i.)

Account from the trustee (if the property is capable of account).

(ii.)

Delivery by the trustee (or what is tantamount thereto), if possible, and improperly withheld.

(iii.)

Compensation from trustee personally for any loss the trust estate has sustained by any breach of trust.

(iv.)

If the trustee, with intent to defraud, convert or appropriate the property to his own use, or dispose of or

---

(*z*) *Mansell* v. *Mansell*, 2 P. Wms. 678.

(*a*) What these are, *infrq*.

(*b*) 2 P. Wms. 678.

(*c*) 2 P. Wms. 678.

(*d*) *Ibid.*

(*e*) What these are, *infra*.

destroy it, he is liable to three years' penal servitude or fine, or two years' imprisonment, with or without hard labour (*e*).

[B.]

"*Held on an Express Trust.*"

Implied and constructive trusts were never excepted out of the statute of Will. 4, and the plea of lapse of time, whether the statutory period or less, is more readily admitted when put in by such trustees, their position being usually, to a certain extent, adverse to the *cestui que trust* (*f*).

Implied trusts have been well defined (*g*), as those presumed from the intention of the parties and nature of the instrument, and as otherwise known as resulting or presumptive.

Constructive trusts, as those raised by the construction of a court of equity, where the legal owner cannot also enjoy the beneficial interest without violating some principle of equity (*h*).

But, these distinctions carrying us back to the somewhat interminable further questions, *when* and *where* are such principles violated, *what* are those principles, *when* and *where* and *how* are the "intentions" of parties and the "nature of the instrument" to be ascertained, the best definition of constructive and implied trusts for our present purpose is, perhaps, the simple one, "*such as are not express*" (as defined above).

[C.]

"*Or in respect of any Breach of such Trust.*"

As there can be no (rightful) claim against a trustee without some violation of duty [*i. e.*, without some

(*e*) 20 & 21 Vict. c. 54.
(*f*) Hill, 250.
(*g*) *Ibid.* 55.
(*h*) *Ibid.*

" breach of trust"], these words seem superfluous, and hardly to carry the sub-section further than it would have been carried without them.

Before 36 & 37 Vict. breaches of express trust were not within any Statute of Limitations (*h*), although equity adopted fully the analogy of the statutes, and refused relief to a party who lay by long after notice of a breach of trust.

And the same rule has been applied against the personal representative of a deceased express trustee who has committed a breach of trust (*i*).

When, therefore, a breach of trust is called, as it is (*k*), a debt, it is only so *sub modo*, and for some purposes, *e. g.* in the administration of assets: for were it so absolutely, it would be within the Statutes of Limitation, which concern debts, and nowhere expressly except breaches of trust. Their exemption, therefore, was under the general principles of equity.

As implied and constructive trusts themselves were not excepted out of any Statute of Limitations, and are not now; so neither were, nor are, breaches of them.

[D.]

" *Shall be held to be barred by any Statute of Limitations.*"

The Statutes of Limitation are: 21 Jac. 1, c. 15; 3 & 4 Will. 4, cc. 27, 42, and (after January 1, 1879) 37 & 38 Vict. c. 57. The last-named Act, if it continues law, will have an important bearing on the sub-section under consideration, and will (it may be contended) make time run in favour of an express trustee, or at least against

(*h*) *Phillipo* v. *Munnings*, 2 M. & C. at p. 315.

(*i*) *Obee* v. *Bishop*, 1 D., F. & J. 137.

(*k*) Lewin, 590.

land subject to the trusts within it, notwithstanding 36 & 37 Vict. c. 66; for it enacts that (*l*):—

> "No action, suit or other proceeding shall, after January 1st, 1879, be brought to recover any sum of money, or legacy charged upon, or payable out of, land or rent, *secured by express trust*, or any arrears of rent or any interest in respect thereof, except within the time within which the same would be recoverable if there were no such trusts."

The sub-section leaves open to the trustee all modes of defence (other than the statutes) which were open to him before. These are: 1. Acquiescence; 2. Waiver; 3. Staleness of Demands; 4. Laches.

(I.)

Acquiescence.

Acquiescence is either (*m*) *direct*, as where one now complains of an act, which he fully knew, and expressly approved of; or *indirect*, as where one having a right to property stands by, and sees another dealing with it in a way inconsistent with such right, and makes no objection, while such dealing is in progress (*n*).

The Court will not visit a trustee with the consequences of a breach of trust committed without the sanction or direction of the *cestui que trust*, if (when it comes to his knowledge) he has acquiesced, and obtained the benefit of it, for a long period (*o*).

Length of time, where it does not operate as a statutory or positive bar, operates only as evidence of acquiescence (*p*).

A bar by acquiescence involves lapse of time, and a bar

(*l*) Sect. 10.

(*m*) *Kent* v. *Jackson*, 14 Beav. p. 584.

(*n*) *Duke of Leeds* v. *Earl Amherst*, 2 Phill. 117.

(*o*) *Griffiths* v. *Porter*, 25 Beav. 236.

(*p*) Shelford's Real Property Acts, 7th ed. 228.

by both are not two, but one (and the same) proposition (*q*). A reversioner may acquiesce in a breach of trust before his interest comes into possession; though *time does not run* against him, nor is he bound to assert his title, till then (*r*).

[The decision last referred to must be considered as qualifying Mr. Hill's observation, that the "acquiescence of a *cestui que trust* in remainder will not be binding on him during the continuance of the preceding life estate, for, until his own title accrues in possession, he has no immediate right to interfere in the administration of the estate" (*s*). The authority cited by Mr. Hill (*t*) for this position was a peculiar case standing on its own rights.]

It would seem then, as if acquiescence might be a bar within the statutory period, even in express trusts.

The equitable doctrine of acquiescence has a statutory validity given it, for the Act of Will. 4 provides [and the provision is not one of those prospectively repealed by the Limitations Act, 1874], that—

"Nothing in this Act [3 & 4 Will. 4, c. 27] shall be deemed to interfere with any rule or jurisdiction of courts of equity in refusing relief, on the ground of *acquiescence or otherwise*, to any person whose right to bring a suit *may not be barred by virtue of this Act*" (*u*).

(II.)

Waiver.

Of which it has been said, that it is difficult to know what its legal effect is (*x*); and that it is not to be confounded with acquiescence (*y*).

---

(*q*) Shelford's Real Property Acts, 7th ed. 228.

(*r*) *Life Association of Scotland* v. *Siddall*, 3 D., F. & J. 73.

(*s*) Pp. 251, 546.

(*t*) *Bennett* v. *Colley*, 5 Sim. 181; 2 M. & K. 225.

(*u*) Sect. 27.

(*x*) *Stackhouse* v. *Barnston*, 10 Ves. 466.

(*y*) Lewin, 568.

A *mere* waiver signifies nothing more than an *expression of intention* not to insist upon the right (in question), and will not in equity bar that right without some consideration (of money or money's worth) (*z*).

Unlike acquiescence, it seems not, necessarily, to involve time.

(III.)

Staleness of Demands.

"Though no time runs as between *cestui que trust* and trustee in express trusts, so as to bar the remedy of the beneficiary; yet, with respect to claims made by him against his trustee, the general rule of equity that encouragement is not to be given to stale demands is equally applicable" (*a*) (in those as in other cases).

The rule was thus laid down by Lord Camden: "A court of equity, which is never active against conscience or public convenience, has always refused its aid to stale demands, where the party has slept on his right, and acquiesced for a great length of time" (*b*).

It is not easy to see what this rule exactly amounts to. Staleness involves time. Does the rule mean that it does not begin to tell in favour of the trustee until after the statutory period (in the case of land twenty years, as the law now is, or in the case of chattels personal six years), but that it then begins to be imputed against the *cestui que trust, although the trust may be then still subsisting?*

(IV.)

Laches.

This also involves time; the mere lapse of which, or delay in suing (it has been said), *per se*, disentitles a party (*c*) *in certain cases; (e. g.*, purchases by trustees and

(*z*) 10 Ves. 466.

(*a*) Per Lord Westbury, *M'Donnell v. White*, 11 H. L. Cas. at p. 579.

(*b*) *Smith* v. *Clay*, 3 B. C. C. 638 (n.).

(*c*) Lewin, 572.

other constructive trusts, where *laches* for less than the statutory period will bar). But, *generally*, mere lapse of time is no bar, though an ingredient, with other circumstances, for drawing inferences unfavourable to one who has lain by (in the case of land) twenty or nearly twenty years (*d*).

Public convenience has been suggested as the ground for holding *laches* a bar (*e*). If so, the legislature having prescribed the shortest time within which the public will suffer inconvenience, *laches* for a shorter time than that statutory period would appear, in the case of express trusts, not to operate as a bar (*f*).

Beyond the statutory period, however, it would begin to tell.

The distinction between "*laches*," "staleness" and "acquiescence" would seem to be, that *laches* implies lapse of time, accompanied with negligence more or less *crassa;* that "staleness" implies time only (mere lapse of time not necessarily implying negligence), and that time very considerable; whilst "acquiescence" imports, in addition to time, an active concurrence of the will in the thing complained of.

---

(*d*) *Penny* v. *Allen*, 7 D., M. & G. at p. 426.

(*e*) Lewin, 571.

(*f*) *Archbold* v. *Scully*, 3 H. L. 383.

## Chapter III.

## ON EQUITABLE WASTE.

36 & 37 Vict. c. 66, sect. 25, sub-sect. 3.

> "*An estate for life without impeachment of waste shall not confer, or be deemed to have conferred, upon the tenant for life any legal right to commit waste of the description known as equitable waste, unless an intention to confer such right shall expressly appear by the instrument creating such estate.*"

[A]

"*An Estate for Life.*"

It does not appear why estates for years are not within the sub-section. Such cases, however, and all other estates not expressly within it, are, if dispunishable at law but not in equity, practically brought within it by sub-sect. 11, for there is then a conflict or variance between the rules of equity and the common law.

Thus, an heir claiming under a resulting trust until the happening of a contingency, who is dispunishable at law, but has been restrained in equity from even legal waste (*a*), is within sub-sect. 11.

And so of a devisee in fee, with a legal (*b*) and, *à fortiori*, an equitable (*c*) executory devise over on his decease without leaving issue, who was dispunishable at law for legal waste, unless he is by the will made

---

(*a*) *Stansfield* v. *Habergham*, 10 Ves. 272.

(*b*) *Turner* v. *Wright*, 2 D., F. & J. 247.

(*c*) 10 Ves. 277.

impeachable for it (as he may be), but who might not commit equitable waste (*d*).

[It is not easy to understand, therefore, why sub-sect. 3 was necessary at all, or why it should be framed on so narrow a basis as it is.]

[B.]

"*Without Impeachment of Waste.*"

(I.)

By operation of Law.

As where termor for years *sans* waste settles the term on A. for life (without more). A. is dispunishable for waste (*e*), and therefore would seem within the sub-section.

So, of tenant in tail *après possibilité* of issue extinct, who is a tenant for life (*f*), and dispunishable at law (*g*).

Tenant in tail *après, &c.* is where one is tenant in tail special, and he from whose body the issue was to spring dies without any, or his issue become extinct (*h*).

So, of tenant for lives renewable for ever (without more), who even if dispunishable at law (*i*), might not, though expressly *sans* waste, commit equitable waste (*k*).

(II.)

By express Exemption.

(1.)

Absolute.

(Of which nothing more need here be said.)

(2.)

Modified.

The modification amounting, according to its stringency, either to absolute impeachability, (as where

(*d*) *Blake* v. *Peters*, 1 D., J. & Sm. 345.

(*e*) *Bridges* v. *Stephens*, 2 Sw. 150 (n.).

(*f*) 1 Bl. Steph. 3rd ed. 251.

(*g*) 2 D., F. & J. 247.

(*h*) 1 Bl. Steph. 251.

(*i*) *Coppinger* v. *Gubbins*, 3 J. & L. 397.

(*k*) *Pentland* v. *Somerville*, 2 Ir. Ch. Rep. 289.

"voluntary waste" is excepted,) (*l*) or to such a power as a prudent owner in fee, anxious to preserve an estate for his children, would exercise; as where the exception is of "spoil or destruction, or *voluntary* or permissive waste" (*m*).

[In the last-named case the same prohibition of "voluntary" waste, as in *Garth* v. *Cotton*, did not lead Sir J. Romilly to the same conclusion as Lord Hardwicke.]

[C.]

"*Any legal Right to commit Waste.*"

Waste at law, or legal waste, was a substantial injury done by a limited legal owner of land not dispunishable for waste, in rightful possession, to the inheritance thereof (*n*). *Privity of estate*, therefore, between him who commits, and him who complains of, the waste was essential, and distinguished (*o*) waste from trespass. This distinction, though the modern tendency of decisions has been to relax it, has run through all the cases (*p*). And inasmuch as trees, which are not timber, are not part of the inheritance, there is no such thing as waste at law in them (*q*).

[Except perhaps in fruit trees (*r*), or in trees for shelter or protection of banks, or in germins (*s*).]

[*I. e.* young plants which if old enough would be timber.]

But (*semble*) equity will not allow him the property in them if wrongfully cut (*t*).

---

(*l*) *Garth* v. *Cotton*, 1 Tud. L. C. (Eq.) 524.

(*m*) *Vincent* v. *Spicer*, 22 Beav. 380.

(*n*) Kerr on Injunctions, 3rd ed. 238.

(*o*) See *infra*, Ch. VIII.

(*p*) *Lowndes* v. *Bettle*, 33 L. T., N. S. (Ch.) 451.

(*q*) 18 Eq. 311.

(*r*) Craig on Trees, 14, 127.

(*s*) 18 Eq. 311.

(*t*) *Ibid.*

[Timber are trees useful for building (*u*). Ash, oak and elm, of twenty years, everywhere (*x*), (and by local custom, other trees), if not too old (*y*). In some places the age for timber is more than twenty years, and the test, not age at all, but girth (*z*).]

[Timber *estates* are those cultivated merely for the produce of saleable timber, which is cut periodically (*a*). Felling of timber on such estates by a tenant impeachable is not waste (*b*).]

[D.]

"*Of the Description known as Equitable Waste.*"

As the Act abolishes the legal power of a tenant for life *sans* waste to commit "equitable waste," the old definition of that phrase, viz. the excessive use by him of his *legal power* (*c*), no longer seems to apply.

Another definition of it, that it is such waste as a prudent owner would not commit in the management of his own property (*d*), has been objected to, at least in connection with ornamental timber (*e*), on the ground that every tenant *sans* waste is bound by the taste (or want of it) of any absolute owner planting it or leaving it standing for ornament. It may therefore, perhaps, be best defined as such waste (by a tenant *sans* waste, whether legal or equitable, the court interfering more readily in case of a *trust* for ornament (*f*)) as is *unconscientious* in a court of equity (*g*). *Unconscientious* waste, in the eyes of a court of equity, is any thing tending to

---

(*u*) Co. Litt. 53a.
(*x*) 1 Cruise, Dig. 116.
(*y*) *Honywood* v. *Honywood*, 18 Eq. 309.
(*z*) *Ibid.*
(*a*) *Ibid.*
(*b*) *Ibid.*
(*c*) Kerr on Injunctions, 268.
(*d*) Campbell, C., in *Turner* v. *Wright*, 2 D., F. & J. at p. 243.
(*e*) Turner, L. J., in *Ford* v. *Tynte*, 2 D., J. & Sm. at p. 131.
(*f*) *Marker* v. *Marker*, 9 Hare, 1.
(*g*) *Aston* v. *Aston*, 1 Ves. sen. at p. 265.

the destruction, or wanton spoliation (*h*) of the land. The wantonness is inferred from the character and extent of the act, and a malicious *animus* need not be proved (*i*). A court of equity would also restrain mere legal waste, either to support the legal right in urgent cases, or because legal process was from some technical impediment unavailable; and thus might be obliged to determine the legal question, what is, or is not, waste (*k*).

(I.)

Tests of Equitable Waste (by a Tenant *sans* Waste).

1.

The court considers whether there are special circumstances affecting the conscience (*l*) (of the wrongdoer).

2.

In such considerations the intent (of the donor of the power to commit waste) is chiefly regarded (*m*).

3.

Trivial unconscientious waste is disregarded (*n*).

(II.)

Acts of Equitable Waste (by a Tenant *sans* Waste).

1.

To strip or pull down (*o*) a mansion.

2.

To pull down a farmhouse (*p*).

3.

To cut ordinary timber.

"Before it was his day" (*q*) (*i. e.*, before possession).

---

(*h*) *Piers* v. *Piers*, 1 Ves. sen. 522.
(*i*) 2 D., F. & J. 234.
(*k*) Craig on Trees, 24.
(*l*) *Micklethwait* v. *Micklethwait*, 1 D. & J. at p. 524.
(*m*) *Ibid.*
(*n*) *Piers* v. *Piers*, 1 Ves. sen. 522.
(*o*) *Vane* v. *Lord Barnard*, 2 Vern. 738.
(*p*) *Aston* v. *Aston*, 1 Ves. sen. 265.
(*q*) *Lady Evelyn's case*, cited 3 Freem. 55.

If the estate is thereby stripped (*r*).

If cut in an unhusbandlike way.

[*I. e.* in an improper way (*e. g.* if too young (*s*), or over-ripe (*t*), or at unseasonable times of the year (*u*) ).]

If planted to protect or shelter mansion (*x*).

If thereby a wood is grubbed up (*y*).

4.

To cut ornamental timber or ornamental trees, though not timber (*z*).

[I do not find that "timber-like" trees (*a*) differ essentially from "timber."]

Provided

They are planted for pure ornament, *i. e.* not for profit (*b*).

Although

Planted by himself (*c*).

Distant, and separated from mansion by another's grounds (*d*).

Ornamental only to gardens (*e*), park (*f*), rides or drives.

[If *near* a ride or drive. The whole wood will not be within the protection (*g*).]

Planted to exclude objects from view (*h*).

The mansion, which they adorned, has been pulled down, if intended to be rebuilt (*i*).

---

(*r*) 1 Tudor, Lead. Cas. in Equity, 749.

(*s*) *Pentland* v. *Somerville*, 2 Ir. Ch. Rep. 289.

(*t*) *Perrot* v. *Perrot*, 3 Atk. 95.

(*u*) *Hole* v. *Thomas*, 7 Ves. 590.

(*x*) *Chamberlayne* v. *Dummer*, 1 B. C. C. 166, n. 3.

(*y*) *Aston* v. *Aston*, 1 Ves. sen. 264.

(*z*) Craig, 24.

(*a*) For a grant of them, see 27 Beav. 603.

(*b*) *Halliwell* v. *Philips*, 4 Jur., N. S. 607. Joyce, Injunctions, vol. I., p. 138, has made this appear an authority the other way, by inserting "not."

(*c*) *Marquess Downshire* v. *Sandys*, 6 Ves. 110.

(*d*) *Coffin* v. *Coffin*, Jac. 71.

(*e*) *Halliwell* v. *Philips*, 4 Jur. N. S. 407.

(*f*) 1 B. C. C. 166.

(*g*) *Wombwell* v. *Bellasyse*, 6 Ves. 110 (n.).

(*h*) *Day* v. *Merry*, 16 Ves. 375 a.

(*i*) *Micklethwait* v. *Micklethwait*, 1 D. & J. at p. 524.

Unless he cuts

To cure, by producing uniformity, gaps by tempest (*l*).

To thin them (*m*).

To prevent their being injurious to the house (*n*), as by hindering the growth of other trees.

For repairs, or sale, the settlor having done so (*o*).

In due course of husbandry (*p*).

5.

To cut underwood at unreasonable times (*q*).

6.

To cut saplings maliciously, as, and for the purposes of, timber (*r*).

[*I.e.* trees not fit for, but which would become, timber (*s*).]

7.

To dig brick, gravel, or stones, so as wantonly to destroy the inheritance (*t*).

8.

To open and dig new mines, in a wanton and malicious way (*u*).

[Yet every mining operation is, *pro tanto*, a destruction of the property (*x*).]

(III.)

Tests of Ornament.

1.

The *taste* and intent of settlor, irrespective of the character of the trees (*y*).

[This intent is less difficult to ascertain in trees

---

(*l*) *Lord Mahon* v. *Earl Stanhope*, 3 Madd. 523 n.

(*m*) —— v. *Copley*, 3 Madd. 525, n.

(*n*) *Campbell* v. *Allgood*, 17 Beav. 623.

(*o*) *Ford* v. *Tynte*, 2 D., J. & Sm. 133.

(*p*) *Hallilwell* v. *Philips*, *ubi sup.*

(*q*) *Hole* v. *Thomas*, 7 Ves. 589.

(*r*) *Ibid.*

(*s*) 1 B. C. C. 107, 167.

(*t*) *Bishop of London* v. *Web*, 1 P. Wms. 527.

(*u*) Bainbridge on Mines, 3rd ed. p. 80.

(*x*) *Ibid.* 81.

(*y*) *Marquess Downshire* v. *Sandys*, 6 Ves. 110.

planted, than in those left standing, for ornament (*z*).]

2.

He must have *dedicated* them to ornament (*a*).

[Such dedication presumed, if near a mansion (*b*).

But a dedication of part is not a dedication of the whole of a wood (*c*).]

The measure of damages due for the cutting is the damage done to the inheritance (*d*).

[Σ.]

Interest in Equitable Waste.

The subject of the interest in the property wasted, though not strictly within this sub-section, is too closely connected with it to be passed over.

In declaring the title to equitable waste, equity has been said (*e*) to follow the doctrine of law as to legal waste. That doctrine is, that it casts the right to the waste on the owner of the first vested estate of inheritance *in esse at the time of the waste done*, who may accordingly seize the wasted property (*f*).

[Timber money is realty, if nothing is done by the owner of the inheritance to convert it into personalty (*g*).]

But equity secedes from this doctrine in the case of legal waste; and acting on the principle that *no man shall obtain advantage by his own wrong* (*h*), not only if the owner of the first existent estate of inheritance

---

(*z*) *Lushington* v. *Boldero*, 6 Madd. 149.

(*a*) *Ford* v. *Tynte*, *ubi supra*.

(*b*) *Micklethwait* v. *Micklethwait*, 1 D. & J. 524.

(*c*) 6 Ves. 110 *d* (n.).

(*d*) *Bubb* v. *Yelverton*, 10 Eq. 465.

(*e*) Craig, 140.

(*f*) *Udal* v. *Udal*, Aleyn. 81.

(*g*) *Field* v. *Brown*, 27 Beav. 90.

(*h*) 15 Beav. 5.

(subject to prior contingent estates of inheritance) be (*l*), or collude with (*m*), the wrongdoer, excludes the wrongdoer from the proceeds of the waste, either capital or income (*n*), but will order them to be invested on the same trusts as the land, so as to follow the uses of the settlement (*o*).

And equity follows the same course if the waste be equitable (*p*); and will not prefer a vested to a contingent inheritance, unless the former be heir apparent (*q*).

[*I. e.* one who, if he lives long enough, must become entitled in possession (*r*).]

Equitable waste is a *breach of trust*, and the assets of the wrongdoer will be answerable for it (*s*).

[F.]

Interest, in Equity, of Tenant for Life *sans* waste, in Waste; in rightful Fellings; and in Windfalls.

(I.)

In Waste by prior Tenant.

The Law of Waste to Buildings is the same as of Waste to Trees (*t*).

There seems no direct decision that a tenant *sans* waste is entitled, except during the *privity* (*u*) of his estate (*v*), *i. e.* till he comes into possession, which he never may (*x*); while the property of the thing wasted

---

(*l*) Craig, 140.
(*m*) *Garth* v. *Cotton*, 1 Tud. L. C.
(*n*) 15 Beav. 6.
(*o*) *Honywood* v. *Honywood*, 18 Eq. 309.
(*p*) *Ibid.*
(*q*) *Bagot* v. *Bagot*, 32 Beav. 509.
(*r*) *Ibid.*
(*s*) *Ormonde* v. *Kynnersley*, 5 Madd. 369.
(*t*) *Lewis Bowles' case*, 11 Co. 79.
(*u*) Erroneously called "*pendency*," Johns. 525.
(*v*) 11 Co. 79.
(*x*) Craig, 149.

must be in some one *eo instanti* the wrongful act is done (*y*), and that person is the owner of the inheritance.

(II.)

In rightful Fellings of Timber.

A rightful felling is one by a court or by a trustee if adopted by the court (*z*), or by a tenant impeachable of a timber estate (*a*), and (of course) is not waste.

The court will, on application by a tenant for life impeachable, order *ordinary* timber to be cut when it is decaying (*b*), or will not improve (*c*), or injures other timber (*d*), but not merely because it is ripe (*e*), and may direct the proceeds to be paid to trustees approved by it, or into the Bank of England or Ireland and applied (*f*)—

1.

In purchasing or redeeming land tax or incumbrances on the settled lands, or on lands subject to the same uses, or—

2.

In purchasing other lands to be similarly settled, or—

3.

In payment to person absolutely entitled.

The court has power to cut *ornamental* timber, or trees not timber, *e. g.*, where they make a house unhealthy from their proximity (*g*).

This power, and (except where it has been extended by the Settled Estates Act) its power to cut ordinary timber, is under its ordinary jurisdiction.

The capital of the proceeds of rightful fellings belongs absolutely to the first tenant for life *sans* waste,

---

(*y*) *Gent* v. *Harrison*, Johns. 525.
(*z*) *Waldo* v. *Waldo*, 12 Sim. 112.
(*a*) What is, *supra*, p. 25.
(*b*) *Phillips* v. *Barlow*, 14 Sim. 263.
(*c*) *Tooke* v. *Annesley*, 5 Sim. 235.
(*d*) *Hussey* v. *Hussey*, 5 Madd. 44.
(*e*) *Seagram* v. *Knight*, 2 Ch. 628.
(*f*) 19 & 20 Vict. c. 120, s. 23.
(*g*) Cases cited, Kerr, 280.

whether legal (*h*) or equitable (*i*), if prior, in the limitations of the settlement, to the first estate of inheritance (*k*), (prior tenants, though impeachable, taking a life interest in such proceeds): except in timber estates (*l*), where the fellings, being regarded as annual profits, belong absolutely to the tenant impeachable (*m*).

(III.)

In rightful Fellings, by prior Tenant impeachable, of Trees not Timber (*n*).

The felling, or thinning, of trees which are not timber, by a tenant impeachable, is not (with the exceptions before mentioned (*n*) ) waste at law, and therefore the legal property in their proceeds is in him (*o*).

And so of thinnings (by such a tenant) of trees, which, though not timber, would become timber; if done to preserve and improve timber trees (*p*).

But trees, not timber, may be wrongfully cut by him (*q*), and *semble*, the rule of timber wrongfully cut would then apply (*r*).

(IV.)

In Windfalls, *i. e.* Trees severed by Storm or Tempest.

These being the act of God, are no Injury, and therefore no Waste.

(1.)

Windfalls of *sound* timber belong (as between tenant for life and remainderman; who stand in the same relation as lessee and lessor (*s*) ), to the remainderman, if

---

(*h*) *Waldo* v. *Waldo*, 12 Sim. 107.

(*i*) *Lord Lovat* v. *Duchess of Leeds*, 2 Drew. & Sm. 75.

(*k*) *Gent* v. *Harrison*, Johns. 517.

(*l*) What are, *supra*, p. 25.

(*m*) *Honywood* v. *Honywood*, 18 Eq. 309.

(*n*) *Supra*, p. 24.

(*o*) *Pidgeley* v. *Rawlins*, 2 Coll. C. C. 275.

(*p*) *Honywood* v. *Honywood*, 18 Eq. 309.

(*q*) *Ibid.*

(*r*) Craig on Trees, p. 127.

(*s*) *Ibid.* 23.

entitled in fee, or in tail (*u*), or if he is tenant for life *sans* waste (*x*). If the tenant is for life impeachable, they belong to the first vested estate of inheritance (*y*), with (perhaps) a life interest in the produce to the tenant for life (*z*), subject to the question (which Mr. Craig is inclined to answer in the negative) whether the produce should be invested and accumulated for an ulterior tenant for life, if any, *sans* waste (*a*).

2.

Windfalls of unsound timber belong to the tenant for life (*b*).

3.

Windfalls of trees not timber, whether sound or unsound, belong to the tenant for life; for "as he may cut, he may pick up" (*c*).

---

(*u*) Craig, 23.
(*x*) *Lewis Bowles' case*, 11 Co. 79.
(*y*) *The Welbeck case*, 2 P. Wms. 240; 3 P. Wms. 267.
(*z*) *Lushington* v. *Boldero*, 15 Beav. 7.
(*a*) Craig, 124, 149.
(*b*) *Ibid.* 123.
(*c*) *Ibid.*

## Chapter IV.

## ON MERGER AND EXTINGUISHMENT.

36 & 37 Vict. c. 66, sect. 25, sub-sect. 4.

"*There shall not, after the commencement of this Act,*" (i.e. *Nov.* 1875 (*a*)) "*be any merger by operation of law only of any estate, the beneficial interest in which would not be deemed to be merged or extinguished in equity.*"

[A.]

"*Any Merger.*"

Or rather, "any legal merger." Legal merger, or merger at law, is the annihilation of one vested legal estate (not necessarily in land) in another greater vested legal estate in the same property, by reason of their meeting in one and the same person, without any intervening estate (*b*).

By "greatness" of an estate is meant either its quantity or quality (*c*).

"Quantity" relates to its duration or degree.

"Quality" relates to its nature or incidents (*d*), *e.g.*, whether it is in possession or in reversion. The latter is greater in quality than the former, though it be less in quantity (*e*).

The estates may so meet—

(I.)

By act of the Party,

1.

In the same right.

2.

In a different right (*auter droit*).

*Auter droit* comprises the relation of husband and

---

(*a*) 37 & 38 Vict. c. 83.

(*b*) 3 Preston's Conveyancing, 3rd ed. 6.

(*c*) Preston on Estates, 7.

(*d*) *Ibid.*

(*e*) *Stephens* v. *Bridges*, 6 Madd. 66.

wife (*f*), executor and administrator, and a corporate, as distinguished from an individual, capacity (*g*).

But the relation of trustee and *cestui que trust* is not one of *auter droit* (*h*).

(II.)

By act, or operation, of Law; but in the same right only.

[B.]

"*By operation of Law only.*"

These words seem to confine the sub-section to the cases secondly above named (viz. estates meeting in the same right by *act of law*), though it does not appear why the sub-section is so limited.

All other cases of merger at law, however, not covered by this sub-section, in which there is no merger in equity, are covered by sub-sect. 11. It will be necessary, therefore, to consider them also.

[C.]

"*Of any Estate.*"

This would seem to exclude from the sub-section the doctrine of merger as applied to charges, or as it concerns mortgages and their priorities; but as those cases are also covered by sub-sect. 11 (where there is any variance between the rules of law and equity upon them), they also are here to be considered (*i*).

[D.]

"*The beneficial Interest in which would not be deemed to be merged or extinguished in Equity.*"

*Extinguishment* at law is (as distinguished from *merger* at law) the annihilation of a *collateral* subject, right or

---

(*f*) *Infra*, p. 38.
(*g*) 6 Cruise's Dig. 4th ed. 483.
(*h*) *Ibid.*
(*i*) See *infra*, p. 39—42.

interest in the estate out of which it is derived (*f*). And there may be extinguishment at law by operation of law, *e. g.*, where a rent-charge in fee devolves upon the tenant in fee of the inheritance on which it is charged (*g*). Such extinguishment at law is not within this sub-section, but will, where there is a variance between the rules of law and equity, be within sub-sect. 11.

The definition above given of *legal* extinguishment, or extinguishment at law, seems to apply to extinguishment in *equity* also.

Where, then, and in what cases, is there "no merger or extinguishment in equity of the beneficial interest in an estate?" For that is the test, to which all questions of merger at law by operation of law only are to be henceforth brought.

The non-intervention of an intermediate estate, so essential in order to effect merger at law, is immaterial in equity. *There*, estates without any intervening estate may, on the one hand, meet without merging: whilst, on the other, they may meet and merge, though there be an intervening estate (*h*).

(I.)

Estates meeting in the same right.

1.

Where one having a particular legal estate, coupled with a trust, subsequently acquires a legal estate in remainder of equal or greater extent (or rather quantity), either through his own act,

[*E. g.*, trustee of a term *purchases* the inheritance (*i*).]

---

(*f*) 3 Preston's Conveyancing, 9.
(*g*) 6 Cruise's Dig. 468.
(*h*) Lewin on Trusts, 4th ed. 469.
(*i*) *Nurse* v. *Yerworth*, 3 Sw. 608.

or by act or operation of law :

[*E. g.*, the freehold descends on, or is devised to, the trustee of a term (*k*).]

[A devise not being an act of the party (at least of the devisee (*l*) ).]

2.

Where one has the legal fee in his own name, and for his own benefit, and a particular legal estate is subsequently acquired by him as trustee, either by his own act,

[*E. g.*, heir or devisee in fee has a term assigned to him in trust.]

or devolves upon him in trust (*m*) :

[*E. g.*, devisee in fee has assented to the bequest of a trust term of which he is executor.]

3.

Where the equitable fee and a particular legal estate meet in the same person :

[*E. g.*, to A. in fee in trust for B. in fee, who has a legal term (*n*).]

4.

Where the legal fee and a particular equitable estate meet in the same person :

[*E. g.*, a legal term in A. in trust for B., who acquires the immediate legal reversion in fee, whether by descent or conveyance (*o*), whether beneficially or as trustee.]

In the two last examples there was no merger at law, because it did not recognize equitable estates—therefore there is no conflict. Now that it will recognize those estates under sect. 24 of the Judicature Act, 1873, the equitable rule, it is presumed, will still remain.

5.

Trust of a fund in Court for husband for life, then

(*k*) *Saunders* v. *Bournford*, Finch, 424.

(*l*) 5 B. & C. 110.

(*m*) Hill on Trustees, 235.

(*n*) *Ibid.*

(*o*) 6 Cruise's Dig. 481.

for wife for life, then for son absolutely. Husband and son assign their interests to wife, in order that, her estate being converted into one in possession, she may assign it to the son (*n*). This is no merger at law of the wife's reversion (being an assignment of an equitable *chose in action*) (*o*); but had it been, equity would not permit it (*p*).

(II.)

Estates meeting in different rights.

1.

Trustee of term takes to wife the freeholder (*q*).

2.

Freeholder takes to wife the trustee of a term (*r*).

3.

Freeholder leases, and becomes the executor or administrator of lessee (*s*).

4.

Executor or administrator of a term becomes the devisee or heir.

There is no merger in the above cases even at law (*t*), the estates meeting by act, not of the party, but of the law (*e. g.*, the marriage, probate, &c.); therefore this sub-section does not apply, nor does sub-sect. 11; for there is no conflict between the rules of law and equity; Equity (*semble*) following here the law.

5.

Executor or administrator of term purchases the inheritance (*u*).

Here there was a merger at law (though not by operation of law), but not in equity (*x*): henceforth the equitable rule will prevail by sect. 11.

---

(*n*) *Whittle* v. *Henning*, 2 Phil. 731.
(*o*) *Infra*, Ch. VI.
(*p*) Phill. 731.
(*q*) *Thorn* v. *Newman*, 3 Sw. 603.
(*r*) *Ibid.*
(*s*) 3 Preston's Conveyancing, 309, 529.
(*t*) Bac. Abr. Lease, R.
(*u*) 6 Cruise, 480.
(*x*) Bro. Abr. Executors, pl. 174; Extinguishment, pl. 57.

[B.]

## Merger, or (more properly) Extinguishment, of Charge in Estate.

A charge (*z*) will sometimes be merged at law, which will be preserved in equity, and will sometimes merge in equity, when it will subsist at law (*a*).

Here is a two-fold conflict, which will henceforth be removed by adopting, by virtue of sub-sect. 11, the equitable doctrine in all cases. It becomes necessary, therefore, only to consider that doctrine.

The cases where there is no conflict, *i. e.* in which both at law and in equity there will either be merger or no merger, are not within our subject.

[Mr. Tudor divides the cases into: (1.) Those where the owner of the estate becomes owner of the charge; and (2.) Where the owner of the charge becomes owner of the estate. The distinction, apparently, is one of the order of time (*b*).]

The guiding equitable *principles* are, that where the qualities of debtor and creditor are united, there arises a confusion of rights, which extinguishes the two credits (*c*); that mergers are odious, and never allowed except for special reasons (*d*); that in all cases of a charge merging in equity, it must be perfectly indifferent to the party in whom the interests have united whether the charge should, or should not subsist (*e*); and that the test of merger or no merger is the intention of the owner of the charge (*f*) at the time of acquiring it, the presumption of which intention is different

---

(*z*) *Forbes* v. *Moffat*, 18 Ves. 384.

(*a*) As in *Astley* v. *Milles*, 1 Sim. 298.

(*b*) Tudor's Real Property, L. C., 2nd ed. p. 837.

(*c*) *Ibid.*

(*d*) *Phillips* v. *Phillips*, 1 P. Wms. 41.

(*e*) *Forbes* v. *Moffat*, 18 Ves. 384.

(*f*) *Astley* v. *Milles*, 1 Sim. 341.

according to the nature of his interest in the estate. It is necessary, therefore, to consider the equitable rule with reference to that difference.

(I.)

Where the estate (even of a lunatic (*g*)) is in fee simple (or a tenancy in tail in possession, for his power of acquiring the fee simple places him on the same footing (*h*)).

Rule in Equity.

The charge will merge (*i*) (for it is generally no use to one to have a charge on his own estate), though secured by a legal term, and so not merging at law (*k*).

Exception to Rule.

Unless an intention (*l*), express or implied (*m*), that it should not merge, be shewn.

Where no express intention is proved, the Court considers what is most advantageous to the owner (*n*).

(II.)

Where the estate is for life, with or without an ulterior remainder in fee (*o*); or a tenancy in tail in remainder (*p*), or restrained from alienation (*q*); or a tenancy, subject to be defeated by an executory devise (*r*).

Rule in Equity.

The presumption is, that the party paying off the charge paid it for his own benefit, because (at least in the case of a tenant for life) of the "scantiness of his estate" (*s*), though he has not kept it alive at law by

---

(*g*) 2 Ves. jun. 261.
(*h*) *Paul* v. *Dudley*, 15 Ves. 173.
(*i*) *Forbes* v. *Moffat*, 18 Ves. 384.
(*k*) *Astley* v. *Milles*, 1 Sim. 341.
(*l*) *Ibid.* 344.
(*m*) Fisher on Mortgages, 2nd ed. 784.
(*n*) *Ibid.*
(*o*) *Wyndham* v. *Earl of Egremont*, Ambl. 768.
(*p*) *Horton* v. *Smith*, 4 K. & J. 628.
(*q*) *Shrewsbury* v. *Shrewsbury*, 3 B. C. C. 120.
(*r*) *Drinkwater* v. *Combe*, 2 S. & S. 340.
(*s*) 5 D. M. & G. 610.

assigning it to a trustee (*t*). The presumption, however, hardly, if at all, arises on paying off a bond (*u*).

Exceptions to Rule.

Unless it is a matter of indifference to him, whether it is kept alive or not (*x*).

A distinction is admitted to exist, in the case of a tenant in tail in remainder, who has become entitled in possession, between the case where he pays off the charge himself, and where he becomes entitled to it without any act on his part. In the latter case it would be indifferent to him whether the charge sinks or not; and so the presumption in favour of merger is increased (*y*).

Unless the intent be shown (as it may be) to exonerate the inheritance by the payment (*z*). The burden of this proof does not lie upon the limited owner (*a*).

[F.]

The Charge considered as regards its Priority over other Incumbrances.

Rule in Equity.

*Primâ facie*, a debt charged on an estate and paid off by the purchaser of such an estate, whether he be the *mortgagee* owner of the debt or not, merges as against other incumbrancers of whom he had notice; and to keep it alive, so as to acquire priority over them, he should, in prudence, have it assigned to a trustee for himself (*b*), though the intent to do so without an assignment is sufficient (*c*). And the fact that merger

---

(*t*) *Morley* v. *Morley*, 5 D. M. & G. 610.

(*u*) *Johnson* v. *Webster*, 4 D. M. & G. 474.

(*x*) *Forbes* v. *Moffat*, 18 Ves. 384.

(*y*) *Horton* v. *Smith*, 4 K. & J. at p. 628.

(*z*) *Astley* v. *Milles*, 1 Sim. 341.

(*a*) Fisher on Mortgages, 2nd ed. 790.

(*b*) *Toulmin* v. *Steere*, 3 Mer. 210.

(*c*) Lewin, 471.

would give priority to other charges, raises a presumption sufficient to rebut merger (*d*).

And so if the purchaser be the *mortgagor* himself, buying from the mortgagee (who sells under his power of sale) and paying it off with the purchase money (*e*). He pays it off for the benefit of the inheritance, and consequently of those who at that time have an interest therein (*f*).

Exceptions to Rule.

The extinguishment will not preclude the mortgagee purchaser from setting off a debt (due to him from the subsequent incumbrancer) against the charge of the latter (*f*).

And the intention (of all parties joining in a new mortgage) to preserve the old debt will prevent its extinguishment (*g*).

So if the mortgagee be the *devisee* of the equity of redemption, the charge will not merge (*h*). And the same principle seems to apply where the equity of redemption *descends* on the mortgagee (*i*).

[G.]

*The Merger of Securities.*

The law of the merger of one *security* in another of a higher nature, as well as the exemptions from such merger (*k*), appear to be the same at law and in equity. Such cases, therefore, are not within sub-sect. 11 of sect. 25, and not being cases of "*estates*," are not within this sub-section. They are, therefore, not within the scope of this work.

---

(*d*) *Richards* v. *Richards*, Johns. 766.

(*e*) *Otter* v. *Vaux*, 6 De G., M. & G. 638.

(*f*) *Hayden* v. *Kirkpatrick*, 34 Beav. 645.

(*g*) *Phillips* v. *Gutteridge*, 4 De G. & J. 531.

(*h*) *Forbes* v. *Moffat*, 18 Ves. 384.

(*i*) 5 Jarm. on Conveyancing (Sw.) 3rd ed. 455.

(*k*) Fisher on Mortgages (2nd ed.), 802.

## Chapter V.

## SUITS BY MORTGAGORS ENTITLED TO POSSESSION.

36 & 37 Vict. c. 66, sect. 25, sub-sect. 5.

> "*A mortgagor entitled for the time being to the possession or receipt of the rents and profits of any land as to which no notice of his intention to take possession or to enter into the receipts and profits thereof shall have been given by the mortgagee, may sue for such possession, or for the recovery of such rents or profits, or to prevent, or recover damages in respect of any trespass or other wrong relative thereto, in his own name only, unless the cause of action arises upon a lease or other contract made by him jointly with any other person.*"

This adopts no existing rule of equity, but lays down a new rule, the scope of which is sufficiently apparent from the words of the sub-section.

"*A mortgagor*," *i. e.* where the mortgage is a legal one, and whether the lease be prior or subsequent to the mortgage.

"*Trespass or other wrong relative thereto*," *i.e.* to the land. This would seem to include breaches of covenant.

It is not easy to see why an express power to distrain is not given him by the Act (it has been implied(*a*)) for rent arrear.

---

(*a*) *Trent* v. *Hunt*, 9 Exch. 14.

"*Unless the cause of action arise upon a lease or other contract made by him jointly with any other person,*" *i. e.* other than himself.

Therefore a lease by himself and the mortgagee will be within the exception. This was not in the earlier prints of the Bill: and the law in such cases will be somewhat narrowed from what it was. Hitherto a lease made by mortgagor and mortgagee was held not a joint demise, and the mortgagor might, after the mortgage money was paid off, sue in his own name (*b*).

So, if in such a lease the covenants were entered into severally with the mortgagor and mortgagee, the former might have sued alone in respect of them (*c*).

So, if in such a lease the covenants to pay rent and repair were with the mortgagor only (*d*).

---

(*b*) *Doe* v. *Adams*, 2 Tyr. 289.
(*c*) *Harold* v. *Whitaker*, 11 Q. B. 147.
(*d*) *Stokes* v. *Russell*, 3 T. R. 678.

## Chapter VI.

## ABSOLUTE ASSIGNMENTS OF CHOSES IN ACTION.

### 36 & 37 Vict. c. 66, sect. 25, sub-sect. 6.

"*Any absolute assignment, by writing under the hand of the assignor (not purporting to be by way of charge only), of any debt or other legal chose in action, of which express notice in writing shall have been given to the debtor, trustee, or other person from whom the assignor would have been entitled to receive or claim such debt or chose in action, shall be, and be deemed to have been, effectual in law (subject to all equities which would have been entitled to priority over the right of the assignee if this Act had not passed) to pass and transfer the legal right to such debt or chose in action from the date of such notice, and all legal and other remedies for the same, and the power to give a good discharge for the same, without the concurrence of the assignor: Provided always, that if the debtor, trustee or other person liable in respect of such debt or chose in action shall have had notice that such assignment is disputed by the assignor or any one claiming under him, or of any other opposing or conflicting claims to such debt or chose in action, he shall be entitled, if he think fit, to call upon the several persons making claim thereto to interplead concerning the same, or he may, if he think fit, pay the same into the High Court of Justice under, and in conformity with, the provisions of the Acts for the Relief of Trustees.*"

[A.]

"*Any absolute Assignment in Writing under the hand of the Assignor of any Debt or other legal Chose in Action.*"

WHAT is an "assignment" within the sub-section? It does not define it, as it ought to have done, for it has no ascertained legal signification. The Trustee Act, 13 & 14 Vict. c. 60, defined "assign" and "assignee."

A *chose in action*, which the Act should also have defined, may be described as personal estate, not in possession, the owner whereof has a right to recover, and can only recover it, by the help of a Court (*a*).

Personal estate in possession is personalty, which in its nature is visible, and actually enjoyed by the owner (*b*), and capable of tangible and corporal delivery (*c*).

Legal *choses in action* are such as, prior to 36 & 37 Vict. c. 66, were recoverable in a court of law, and may, perhaps, be best defined, negatively, as such as are not equitable—

Viz.: debts, including those secured by promissory note, bill of exchange, bond, judgment, mortgage, or charter party (as freight), indorsed bills of lading; life and marine policies, debts due to bankrupts (*d*).

Freight is the money due (under a charter party) for the hire of a ship, or for the conveyance of goods therein (*e*). A charter party is assignable (*f*), but can hardly itself be called a *chose in action.*

Equitable *choses in action*, prior to 36 & 37 Vict. c. 66, were recoverable in a court of equity only, and are principally the following:—

(1.)

The beneficial interest—

(*a*) Williams on Executors, 5th ed. 699.
(*b*) *Ibid.*
(*c*) Wms. P. P. 4.
(*d*) 32 & 33 Vict. c. 71, s. 5.
(*e*) *Mangles* v. *Dixon*, 1 M. & G. 437.
(*f*) *Ibid.* 738.

(i.)
in personalty under a will or intestacy;

(ii.)
in stock standing in another's name;

(iii.)
in money in the Supreme Court.

[Shares in statutory companies generally seem not to be *choses in action* (*h*), and it has been decided (*i*) that those in companies within 7 & 8 Vict. c. 110, are not *choses in action* within the "reputed ownership" section (15) of the Bankruptcy Act, 1869.]

(2.)
Judgments, if enforceable in equity.

(3.)
(Where a legal debt has been settled in trust, or is held in trust),—the beneficial interest in it of *cestui que trust.*

(4.)
(Where the trust in a legal debt, *e. g.*, the interest of *cestui que trust* last named, has been assigned),—the interest therein of such assignee.

Prior to the 36 & 37 Vict. c. 66, the assignment of legal *choses in action*—(except of those which by custom or by special statute were assignable at law as bills of exchange (*k*) and of lading if endorsed (*l*), promissory notes (*m*), bail (*n*) and replevin bonds (*o*), railway (*p*) and exchequer (*q*) bonds, life (*r*) and marine (*s*) policies and bankrupt's *choses in action* (*t*)),

---

(*h*) Lindley on Partnership, 3rd ed. 683.
(*i*) *Ex parte* the Union Bank of Manchester, 12 Eq. 354.
(*k*) Wms. P. P. 5.
(*l*) 18 & 19 Vict. c. 111.
(*m*) 3 & 4 Anne, c. 9; 7 Anne, c. 25.
(*n*) 4 Anne, c. 16, s. 20.
(*o*) 11 Geo. 2, c 19.
(*p*) 8 & 9 Vict. c. 16.
(*q*) Addison on Contracts, 284.
(*r*) 30 & 31 Vict. c. 144.
(*s*) 31 & 32 Vict. c. 86.
(*t*) 32 & 33 Vict. c. 71, s. 32.

—and the assignment of all equitable *choses in action* were known as "equitable assignments." Such a term will henceforth be true only of equitable *choses in action*, the mode of transfer of which seems wholly untouched by the Act, since the words "debt or other legal *chose in action*," which would, perhaps, have stood better thus—"legal debt or *chose in action*,"—confine the Act to legal *choses* only: notwithstanding that the word "trustee," occurring twice in the sub-section, points *primâ facie* to a case in which the assignor may be only the equitable owner.

The mode of transfer under the Act, however, seems permissive only, not imperative. Transfers therefore of legal *choses in action*, it may be contended, *may*, while those of equitable choses *must*, be made as before the Act. The question also arises whether legal *choses*, which were previously assignable at law by the modes indicated by their special enactments, may not be legally assigned by a mere writing under the sub-section, which is universal in its language, and, being subsequent in date, would override prior Acts.

The transfer, therefore, of both legal and equitable choses, independently of the Act, must be here considered.

(I.)

Absolute voluntary Assignments.

A voluntary assignment is not necessarily fraudulent; but if it is, it is void as against creditors of the assignor (*u*), though they may not have obtained judgment (*x*).

Large indebtedness, though not amounting to insolvency, would amount to fraud (*y*).

---

(*u*) 13 Eliz. c. 5.

(*x*) *Adams* v. *Hallett*, 6 Eq. 468.

(*y*) See Cases Collected, 1 Tud. L. C. Eq. 284.

Legal and equitable *choses in action*, then, are validly transferable without valuable consideration (so at least as to pass an equitable right and beneficial interest in them).

(1.)

By Declaration of Trust.

*I. e.*, by any deed (*z*) or writing (*a*), executed or signed by the owner, declaring or directing (or any verbal declaration or direction (*b*) by him) that he the transferor (*c*) or (in the case of equitable *choses in action*) his trustee (*d*), or that the debtor (*e*) (the debtor assenting to and acting on the direction) (*f*) do and shall hold the *chose in action* in trust for the donee.

Neither the word "trust," or "confidence" (*g*), nor any form of words expressly constituting a trust (*h*), is necessary. The words attributed to the present Master of the Rolls (*i*), that "for a man to make himself a trustee, there must be an expression *of an intention* to become a trustee," must be taken as meaning, not that such an expression is *per se* sufficient (for a valid declaration), but that there must be at least that, together with more; for a mere intention seems not enough (*k*).

It has been held that any instrument affecting to be an out-and-out assignment of the transferor's whole legal or equitable interest to, or in trust for, the donee, however invalid to pass the legal interest (*l*) (and in the case

(*z*) *Ex parte Pye*, 18 Ves. at p. 142.
(*a*) *Lambe* v. *Orton*, 1 Drew. & Sm. 125.
(*b*) *Milroy* v. *Lord*, 4 De G., F. & J. 264.
(*c*) *Ex parte Pye*, 18 Ves. 140.
(*d*) *Tierney* v. *Wood*, 19 Beav. 330.
(*e*) *M'Fadden* v. *Jenkyns*, 1 Ph. at p. 157.
(*f*) *Ibid.*
(*g*) *Kekewich* v. *Manning*, 1 De G., M. & G. at p. 194.
(*h*) *Miller* v. *Harrison*, 5 Ir. Rep., Eq. at p. 343.
(*i*) In *Richards* v. *Delbridge*, 18 Eq. 11.
(*k*) *Dipple* v. *Corles*, 11 Hare, 183.
(*l*) *Richardson* v *Richardson*, 3 Eq. 686.

cited the *chose in action* was legal) would constitute a valid trust. But this decision, however weighty, must, for the reasons about to be adduced, not now be relied on as law.

(2.)

By actual transfer (to Donee or Trustee for him).

Neither the word "assign," nor any particular language (*m*) is necessary, so long as the formalities required by law for the conveyance of the particular description of property be observed.

The authority of *Milroy* v. *Lord* (*n*) (which was weakened by *Richardson* v. *Richardson*, *Morgan* v. *Malleson* (*o*) and *Miller* v. *Harrison*), and of *Warriner* v. *Rogers* (*p*), which followed it, must now be considered as restored by *Richards* v. *Delbridge* (*q*), followed by *Heartley* v. *Nicholson* (*r*), and is said by the present Master of the Rolls to contain the true law on the subject of the distinction between valid declarations of trust, which will be upheld, and imperfect gifts or assignments, which will *not* be upheld, in equity — a distinction which long ago was said (*s*) to have pervaded all the cases, but which later decisions had made no longer definable or tenable.

The distinction is thus epitomized in the case to which the Master of the Rolls refers us: "In order to render a voluntary settlement valid, the settlor must have done everything which, according to the nature of the property, was necessary to be done in order to transfer it and render the settlement binding upon him.

---

(*m*) *Miller* v. *Harrison*, 5 Ir. Rep., Eq. at p. 324.
(*n*) 4 De G., F. & J. 264.
(*o*) 10 Eq. 475.
(*p*) 16 Eq. 340.
(*q*) 18 Eq. 6.
(*r*) 19 Eq. 233.
(*s*) 18 Beav. 292.

He may do this, by actually *transferring* it to the persons for whom he intends to provide, and the provision will then be effectual: and it will be equally effectual if he transfers the property to a trustee for the purposes of the settlement, or declares that he himself holds it in trust for these purposes; and if the property be personal, the trust may be *declared* in writing or by parol. But to render the settlement binding, one or other of these modes must be resorted to, for there is no equity in this Court to protect an imperfect gift" (*t*).

For a disposition which is attempted to be made, and is made ineffectually, as a transfer, cannot take effect, or be upheld, as a declaration of trust; for that would be contrary to the intention, which was, that the whole ownership, legal or equitable, should be parted with (*u*), and no trusteeship remain in the transferor, or in any one else, for the donee.

(II.)

Absolute Assignments for Value.

The sub-section is, as has been said, permissive, not compulsory, and does not include partial assignments, which *must* therefore, as absolute assignments for value *may*, be made as before the Act.

Previously to the Act, if it were a legal *chose in action*, which was so transferred, assent on the part of the debtor, and some valuable consideration for such assent, must have been proved, in order to give the assignee a remedy at law (*x*); because such an agreement amounts only to a simple contract; though if the transfer had been by deed, with a power of attorney, no such assent

(*t*) *Milroy* v. *Lord*, 4 De G., F. & J. 264.

(*u*) *Heartley* v. *Nicholson*, 19 Eq. 233.

(*x*) *Tibbits* v. *George*, 5 Ad. & Ell. at p. 116.

or consideration was necessary at law (*y*). In equity no such assent or consideration was necessary (*z*), either to the transfer of a legal, or of an equitable, *chose in action;* any words showing an intent to transfer were, and are, sufficient (*a*); the transfer operating as an agreement for value, which equity would specifically perform, when the transferor was in a condition to transfer (*b*). This variance will no longer occur; but the equitable rule will prevail (*c*).

[B.]

"*Of which Express Notice in Writing shall have been given.*"

Where the notice is to trustees, the relation of trustee and *cestui que trust* must have been actually created, in order to give the party so giving notice priority (*d*).

A "stop order" is necessary (where the *chose in action* is stock or funds standing to the account of the Paymaster General (*e*) on behalf of the Chancery Division), to *perfect* the title of the assignee, and restrain the transfer or payment thereof without notice to him, and is equivalent to notice by him (*f*):

But will not prevail against a prior notice before the fund was in Court (*g*).

Stop orders ancillary to common law charging orders (*h*) seem henceforth unnecessary (*i*).

Stop orders restraining the payment to a judgment debtor of cheques in Court (*k*), seem not within the order last referred to.

---

(*y*) *Walsh* v. *Whitcomb*, 2 Esp. 565.
(*z*) *Ex parte South*, 3 Sw. 392.
(*a*) *Ryall* v. *Rowles*, 1 Ves. sen. 348.
(*b*) *Adderley* v. *Dixon*, 1 S. & S. 607.
(*c*) See sub-sect. 11.
(*d*) *Bullen* v. *Plunkett*, 1 J. & H. 443.
(*e*) 35 & 36 Vict. c. 44, s. 24.
(*f*) *Stuart* v. *Cockerell*, 8 Eq. at p. 609.
(*g*) *Livesey* v. *Harding*, 23 Beav. 141.
(*h*) *Hulkes* v. *Day*, 10 Sim. 41.
(*i*) Judicature Act, 1875, Ord. XLVI. r. 1.
(*k*) *Hulkes* v. *Day*, 10 Sim. 41.

A *distringas* may operate as notice where there is no trustee (*l*), and is obtainable by any one claiming stock transferable at the Bank of England, standing in another's name; and if served on the Bank, with notice not to permit the transfer of such stock or payment of the dividends thereon, prevents (*m*) such transfer or payment for eight days. A general restraining order may be also obtained against the Bank or any public company in respect of stock or shares therein (*n*).

Notice of assignment of a legacy unassented to should be given to the executor, not to the trustees of the will (*o*).

Notice to a trustee, to be good, must be given to one not interested in concealing the assignment (*p*).

Notice should be formal (*q*), and not given to strangers to the fund (*r*).

The mere omission to give notice, if no other assignee has given it, does not *per se* invalidate an assignment (*s*).

(I.)

Notice on absolute voluntary Assignments.

Notice to the donee (*t*) or his trustees, if any, was unnecessary before the Act, and seems so still; and so was, and is, his or their acceptance of the gift (*u*).

Unless the assignment be under the sub-section, notice (by the assignee) to the debtor is not necessary, as between the assignor and assignee, whether the assignment be of a legal (*x*) or equitable (*y*) *chose in action*, although it *is* necessary to make the assignee's title safe as against *some* third persons, *i.e.*, as against

---

(*l*) *Etty* v. *Bridges*, 2 Y. & C. C. C. 486.

(*m*) 5 Vict. c. 5, s. 5; Judicature Act, 1875, Ord. XLII. r. 2.

(*n*) 5 Vict. c. 5, s. 4.

(*o*) *Holt* v. *Dewell*, 4 Hare, 447.

(*p*) *Browne* v. *Savage*, 4 Drew. 635.

(*q*) *Brown's Trusts*, 5 Eq. 88.

(*r*) *Lloyd* v. *Banks*, 4 Eq. 222.

(*s*) *Hobson* v. *Bell*, 2 Beav. at p. 23.

(*t*) *Tate* v. *Leithead*, Kay, 658, where the donee was *cestui que trust*.

(*u*) *Re Way's Trusts*, 2 De G., J. & S. 365.

(*x*) *Paterson* v. *Murphy*, 11 Hare, 88.

(*y*) 1 Tudor's L. Cas., 4th ed

the assignor's trustee in bankruptcy if it be a trade debt (*z*), or his assignees for value (*a*); but not as against other volunteers from him (*b*); for as between them there are no equities (*c*), *i. e.*, none of them has an equity to be asserted against the other.

But if the *puisne* volunteer, first giving notice, has without fraud realized the fund, the Court will not take it from him (*d*).

As against judgment creditors, the case seems to stand irrespective of notice: *e. g.*, as against a prior judgment creditor with a prior charging order on stock, the *volunteer* would take only what the judgment debtor then had to give (*i. e.*, subject to the charging order). As against a prior volunteer the *judgment creditor* would take only what the debtor had to give (*i. e.*, subject to the volunteer).

If the assignment be to trustees, their omission to give notice does not affect the title of the *cestui que trust* (*e*). Where the assignment is of an equitable *chose in action*, notice to the trustees of the assignor, and their acceptance of any new trust created by the assignments, is unnecessary (*f*).

(II.)

Notice on absolute Assignments for Value.

(1.)

As between Assignor and Assignee.

Notice need not, except under the Act, be given to the debtor (*g*) or trustees (*h*) of the assignor. Payment to him, however, before notice is a good payment (*i*).

---

(*z*) 1 Ves. 348; B. A. 1869, s. 15.

(*a*) As to whom, *infra*, p. 56.

(*b*) *Justice* v. *Wynne*, 12 Ir. Ch. Rep. 289.

(*c*) *Ibid.*

(*d*) 12 Ir. Ch. Rep. at p. 300.

(*e*) *Fortescue* v. *Barnett*, 3 M. & K. 36.

(*f*) *Tierney* v. *Wood*, 19 Beav. 330.

(*g*) *Dearle* v. *Hull*, 3 Russ. 1.

(*h*) *Ibid.*

(*i*) Kay, 719.

(2.)

As against general Assignees.

A particular assignee is one for value or voluntary.

A general assignee is a trustee in bankruptcy or under a general assignment for payment of debts.

(i.)

Notice of the bankruptcy by the trustee in bankruptcy—for bankruptcy is not notice to the world (*j*)—and of the assignment by other general assignees, must be given to the debtor or trustee, to gain priority (*k*).

(ii.)

Notice, by a particular assignee for value, to the debtor or trustee must be given before the bankruptcy (*l*) or other general assignment, to give him priority, if the debt was owing to the bankrupt in his trade (*m*); but not otherwise.

(3.)

As between particular Assignees for Value *inter se.*

The priority of the notices they give does not necessarily ascertain the priorities of their assignments, *e. g.*, if the subsequent assignee first giving notice took his assignment *with* notice (*n*).

Notice which is necessary as against subsequent assignees to *maintain* (*o*), is also necessary against prior assignees to *acquire* (*p*), priority.

*Semble,* priority of notice is a "better equity" than that in favour of the prior assignee arising from the doctrine that the subsequent one takes "subject to equities."

Priority *of the dates* of their assignments is the last equity resorted to (*q*).

---

(*j*) *Sowerby* v. *Brooks,* 4 B. & Ald. 523.

(*k*) *Re Barr's Trusts,* 4 K. & J. 219.

(*l*) *Ex parte Caldwell,* 13 Eq. 188.

(*m*) Bankruptcy Act, 1869, s. 15.

(*n*) 12 Ir. Ch. Rep. at p. 308.

(*o*) *Hobson* v. *Bell,* 2 Beav. 17.

(*p*) *Dearle* v. *Hall,* 3 Russ. 1.

(*q*) *Rice* v. *Rice,* 2 Drew. 85.

(4.)

As between Assignees for Value and Judgment Creditors.

A prior judgment, with a charging order subsequent to the assignment, though prior to notice by the assignee, is postponed (*p*).

[The case last cited, however, did not turn upon the doctrine of notice (*q*).]

(5.)

As between Assignees for Value and Volunteers.

(i.)

*Subsequent Volunteers.*

Notice is unnecessary, because the volunteer *takes* subject to equities (*r*), and *has* none; his want of notice, therefore, does not *protect* him; and his being the first to give notice would not give him priority (*s*).

(ii.)

*Prior Volunteers not giving Notice.*

A subsequent assignee for value without notice (but not one with notice (*t*) ), has priority, if he *gives* notice (*u*).

(iii.)

*Prior Volunteers first giving Notice.*

The volunteer has priority, even if the subsequent assignee for value had no notice; the gift being complete (*x*).

[C.]

Retention of the Instrument of Assignment, and of the Security.

(1.)

On Absolute voluntary Assignments.

If the transfer of a legal *chose in action* is valid in other respects, tested as above, delivery of the instru-

---

(*p*) *Scott* v. *Lord Hastings*, 4 K. & J. 633.

(*q*) *Supra*, p. 54.

(*r*) 2 Tud. L. C. Eq. 811.

(*s*) *Justice* v. *Wynne*, 12 Ir. Ch. Rep. at p. 305.

(*t*) *Ibid.*, at p. 304.

(*u*) *Ibid.*

(*x*) 1 Tud. L. Cas. Eq. 268.

ment of assignment (if any) to the donee, or his trustee (if any), is immaterial as between the assignor and assignee (*y*); and also, it would seem, as between the assignee and third persons (*e. g.*, the assignor's trustee in bankruptcy), if the *chose in action* were one contracted in the course of his trade or business. The retention of *the security*, however, though not material as between the assignor and assignee, may be so as between the assignee and third persons (*z*); for it may enable the assignor to commit a fraud, and obtain false credit, by remaining, as far as the nature of the property permits him, in possession, and to deceive subsequent assignees for value (*a*); and so may raise the question which of two innocent persons should suffer, and which has the "better equity"

A "better equity" means, that according to the rules of equity it will *prefer* A. to B.; therefore equal equities are impossible, except when the Court refuses to interfere (*b*).

In assignments of book-debts (*c*) and of equitable *choses in action*, notice alone is sufficient.

(2.)
On absolute Assignments for Value.

A purchaser will seldom part with his money without delivery of the instrument of assignment and security (so that it will rarely become a question how far the retention postpones his assignment); but if he does, it will (if unexplained) be negligence in him, disentitling him to favour in equity, and the law will be the same as on retention of the security on voluntary assignments.

---

(*y*) *Re Way's Trusts*, 2 De G., J. & S. 365.
(*z*) *Rice* v. *Rice*, 2 Drew. 77.
(*a*) 1 Atk. 177.
(*b*) *Rice* v. *Rice*, 2 Drew. 77.
(*c*) 1 Atk. 177.

[C.]

"*Subject to all Equities which would have been entitled to Priority over the right of the Assignee if this Act had not passed.*"

(I.)

Absolute Voluntary Assignments.

(1.)

The assignee takes subject to equities, as on assignments for value (*d*).

(II.)

Absolute Assignments for Value.

Rule in Equity.

The rule is that the assignee, though without notice, takes subject to all equities (*e*).

An "equity" is such a liability as *the property* (*f*) is subject to in the hands of the assignor at the time of the assignment (whether that liability is to the debtor or any other third person) in the eyes of a court of equity, or even of law (*g*).

The chief equities, to which the property is so subject, are—

(i.)

Set-off claimable by the debtor (*h*).

(ii.)

The state of account between the assignor and assignee; *e. g.*, partial or complete payment (*i*).

(iii.)

Lien of a solicitor on a fund recovered by him (*k*).

(iv.)

Lien of an executor on share of residuary legatee (*l*).

---

(*d*) *Infra.*

(*e*) 2 Tudor's L. Cas. Eq. 811.

(*f*) 2 Spence, Eq. Jur. (Index) "Choses in Action."

(*g*) *Holmes* v. *Kidd*, 3 H. & N. 891.

(*h*) *Cavendish* v. *Greaves*, 24 Beav. 163.

(*i*) *Ord* v. *White*, 3 Beav. 366.

(*k*) *Haymes* v. *Cooper*, 33 Beav. 431.

(*l*) *Willes* v. *Greenhill*, 29 Beav. 376.

(v.)

Calls due from the assignor to a company (*m*).

(vi.)

Stoppage *in transitu* (*n*).

[*I. e.*, the right of a consignor on the bankruptcy of consignee to "stop" goods whilst on their passage, *i. e.*, to direct the carrier to deliver to him the consignor, instead of to consignee or his assignee (*o*).]

(vii.)

Equities of a wife (*p*).

**Exceptions to Rule.**

(1.)

If the owner of the equity release the assignor, by writing (*q*) or by conduct (*r*), or mislead the assignee (*s*).

(2.)

A promissory note, or bill of exchange (*t*) endorsed, not overdue.

An overdue bill or note is not within the exception (*x*), if the equity on it be one which is not collateral to the bill or note, but attaches itself to it (*y*).

*E. g.*, the defeasible nature of the assignor's title (in consequence of possible payment by the debtor (*z*)), or actual payment of an accommodation bill (*a*).

*I. e.*, one drawn, accepted or indorsed, without consideration, to benefit some other party (*b*).

---

(*m*) *Re N. Assam Tea Co.*, 10 Eq. 458.

(*n*) *Spalding* v. *Ruding*, 6 Beav. 376.

(*o*) Wms. P. P. 41.

(*p*) *Infra.*

(*q*) *N. Assam Tea Co.*, 10 Eq. 458.

(*r*) *Re Blakely Ordnance Co.*, 3 Ch. 154.

(*s*) *Mangles* v. *Dixon*, 3 H. L. Cas. 702.

(*t*) 2 Eq. Cas., Abr. 85.

(*x*) *Holmes* v. *Kidd*, 3 Hurl. & N. 891.

(*y*) *Ex parte Swan*, 6 Eq. 344.

(*z*) *Holmes* v. *Kidd*, 3 H. & N. 891.

(*a*) *Cook* v. *Lister*, 13 C. B., N. S. 543.

(*b*) Byles on Bills, 7th ed. 111.

(3.)

A bill of lading endorsed by consignee (*b*).

[A bill of lading is a receipt from the master of a ship for goods put on board for conveyance, stating they are to be delivered to consignee or his assign.]

(4.)

If a contrary intention appear from the contract (*c*).

[D.]

Assignment by Husband of Wife's *Chose in Action* not settled to her separate use.

A husband never assigns her separate estate. She may assign this as a *feme sole*. If she does not, and dies before him, it becomes his own, on taking out administration to her (*d*).

An assignment places the assignee, whether general or particular, only in the situation of the husband, *i. e.*, gives him only a right to reduce into possession, at the time when possession is possible (*e*).

(I.)

Legal *Choses in Action.*

(1.)

*Reversionary.*

A reversionary *chose in action* is one not immediately recoverable (*f*), or distributable, and therefore one not presently capable of being actually reduced into possession—*e. g.*, a bond debt payable *in futuro*—and does not necessarily presuppose a prior life interest in it existing in some one else.

A wife's reversion is not reduced into possession by assigning to her the prior life interest (*g*), if any.

---

(*b*) *Rodger* v. *The Comptoir d'Escompte de Paris*, 2 L. R., P. C. 405.

(*c*) *In re Agra and Masterman's Bank*, 2 Ch. 391.

(*d*) *Proudley* v. *Fielder*, 2 M. & K. 57.

(*e*) *Hornsby* v. *Lee*, 2 Madd. 16.

(*f*) Wms. P. P. 310.

(*g*) *Whittle* v. *Henning*, 2 Ph. 731; see Ch. IV.

A *chose in action* is reduced into possession, when something has been done to change the ownership of the property—*e. g.*, payment to the husband or his assignee (*h*).

A general (*i*) or particular (*j*) assignee of the husband takes *nothing* by the assignment, if the husband die before he or the assignee can or does reduce the *chose in action* into possession: but takes *absolutely* (subject to wife's debts (*k*)) if she die before the husband and before reduction is possible, if the husband takes out administration to her.

(2.)

*Non-reversionary.*

As these are chiefly debts, the principal reduction into possession consists in receiving the money, or obtaining judgment in an action for it.

The intention of reducing into possession by bringing an action is not enough (*l*).

If, therefore, the husband or his assignee die before he or his assignee reduce into possession, the wife surviving is entitled though she joined in the assignment, and the assignee will in equity be a trustee for her (*m*).

A voluntary assignment by the husband of a *chose in action* accrued to him after marriage in right of his wife, if made within two years before his bankruptcy or (unless his solvency independently of that property is proved) ten years before it, is void against the trustee in bankruptcy (*n*).

(II.)

Equitable *Choses in Action.*

(1.)

*Reversionary.*

The same is law, on particular or general assign-

(*h*) *Purdew* v. *Jackson*, 1 Russ. 1.
(*i*) *Mitford* v. *Mitford*, 9 Ves. 87.
(*j*) *Hornsby* v. *Lee*, 2 Madd. 16.
(*k*) 1 Bright's H. & W. 41.
(*l*) 1 Roper's H. & W. (2nd ed.) 208.
(*m*) 2 Tudor's L. Cas. Eq. 786.
(*n*) 32 & 33 Vict. c. 71, s. 91.

ments, as in legal reversionary *choses in action* (*o*), with this addition, that if reduction into possession becomes possible by reason of the property becoming distributable before the husband and wife die, the assignee is entitled, subject to the wife's equity to a settlement (*p*); or absolutely, if he can obtain payment or transfer from the trustee before the wife institutes her action (*q*).

(2.)

*Non-reversionary.*

If the wife is entitled absolutely and the reduction is during the husband's life, the assignee, whether general (*r*) or particular (*s*), takes subject to the wife's equity to a settlement.

A wife's equity to a settlement attaches only to her equitable *choses in action*—does not attach as long as they are reversionary (*t*)—attaches on action brought by, or on her behalf, before reduction into possession (*u*)—is personal to her (*x*)—may be waived (*y*) by her—may be barred by a prior adequate settlement (*z*) or by her fraud (*a*) or adultery (*b*)—is usually of one half (*c*), but if husband is bankrupt or has received with her a large fortune, of the whole (*d*)—includes children (*e*), but is gone if she die before decree (now judgment (*f*) ).

If the wife is entitled for life, and the reduction is during the husband's life, the assignee, whether

---

(*o*) *Supra*, p. 61.
(*p*) Wms. P. P. 307.
(*q*) *Greedy* v. *Lavender*, 13 Beav. 62.
(*r*) *Sturgis* v. *Champneys*, 5 M. & C. 97.
(*s*) *Scott* v. *Spashett*, 3 M. & G. 599.
(*t*) *Osborn* v. *Morgan*, 9 Hare, 432.
(*u*) *Murray* v. *Lord Elibank*, 13 Ves. 1.
(*x*) *Ibid.*
(*y*) *Beaumont* v. *Carter*, 32 Beav. 586.
(*z*) *Spirett* v. *Willows*, 1 Ch. 520.
(*a*) *In re Lush's Trusts*, 4 Ch. 591.
(*b*) *Carr* v. *Eastabrooke*, 4 Ves. 146.
(*c*) 1 Tudor's L. Cas. Eq. 464.
(*d*) *Gardner* v. *Marshall*, 14 Sim. 545.
(*e*) *Johnson* v. *Johnson*, 1 J. & W. 472.
(*f*) *Wallace* v. *Auldjo*, 1 De G., J. & S. 643.

general (*g*) or particular (*h*), takes; the former subject to the wife's equity to a settlement (*i*):

The husband's incapacity to maintain her, proved by his insolvency, raising an equity against the general assignee.

If not reduced into possession during the husband's life, and the wife survive, she is entitled as against both the general (*k*) and particular (*l*) assignee, by her legal right of survivorship.

[E.]

Absolute Assignments by a Woman of her *Choses in Action.*

(I.)

Married Woman.

She may, by deed acknowledged, the husband concurring, assign her reversionary *chose in action*, as a *feme sole* (*m*) (and this power seems unaffected by the sub-section under consideration), unless—

(1.)

It were settled (or agreed to be) on her marriage (*n*).

(2.)

The instrument, under which she takes it, restrain her (*o*).

(3.)

The settlement and appointment, under a power in it (*p*), were before 1858.

(II.)

Infant.

A female infant may validly assign a *chose in action*, with approbation of the Chancery Division (*q*). This

---

(*g*) *Lumb* v. *Milnes*, 5 Ves. 517.
(*h*) *Elliott* v. *Cordell*, 5 Madd. 149.
(*i*) *Ibid.*
(*k*) *Pierce* v. *Thornely*, 2 Sim. 167.
(*l*) *Ellison* v. *Elwin*, 13 Sim. 309.
(*m*) 20 & 21 Vict. c. 57.
(*n*) Sect. 4.
(*o*) Sect. 1.
(*p*) *Re Butler's Trusts*, 3 Ir. Rep., Eq. 138.
(*q*) 18 & 19 Vict. c. 43; 36 & 37 Vict. c. 66, s. 34 (2).

power seems unaffected by the sub-section under consideration.

[F.]

"*From the date of such Notice.*"

That is, I presume, from the date at which the notice is received.

[G.]

"*Under and in conformity with the Provisions of the Acts for the Relief of Trustees.*"

These, though not mentioned by the sub-section, as they should have been, for they have no ascertained legal signification, seem to be 10 & 11 Vict. c. 96, and 12 & 13 Vict. c. 74 (*s*).

[H.]

"*That such Assignment is disputed by the Assignor.*"

Or rather "that the *validity* of such assignment or title of the assignee is disputed." Unless the assignment were a forgery, the assignor could not dispute *the fact.*

[I.]

"*To interplead concerning the same.*"

That is to say, under the 1 & 2 Will. 4, c. 58 (*t*), and 23 & 24 Vict. c. 126, s. 12 *et seq.* The defendant may apply any time after being served with the writ of summons and before delivery of defence (*u*).

---

(*s*) Morgan's Ch. Orders, 4th ed. pp. 52—64.

(*t*) *Semble*, amended by 1 & 2 Vict. c. 45, s. 2.

(*u*) Judicature Act, 1875, Ord. I. r. 2.

## Chapter VII.

## ON UNESSENTIAL STIPULATIONS.

36 & 37 Vict. c. 66, sect. 25, sub-sect. 7.

"*Stipulations in contracts, as to time or otherwise, which would not before the passing of this Act*" (i. e. *its commencement* (*a*); i. e., 1*st November*, 1875 (*b*)) "*have been deemed to be, or to have become, of the essence of such contracts in a Court of Equity, shall receive in all Courts the same construction and effect as they would have heretofore received in Equity.*"

[A.]

"*Stipulations in Contracts as to Time.*"

The phrase "essence of the contract" has been applied judicially to other cases than those of a vendor and purchaser of real estate (including leaseholds), to which, however, it is primarily and ordinarily applicable. Thus it has been applied to penalties of bonds (*c*), and the reduction of the rate of mortgage interest on punctual payment (*d*).

By "time," as between vendor and purchaser, is meant the time for completion of the contract, or for taking any of the steps towards completion (*e*); *i. e.*,

Delivery and return of the abstract of title;

Objections and requisitions of the purchaser;

Payment of the deposit (*f*) or purchase-money;

Delivery of possession (*g*);

Months, *primâ facie*, mean lunar ones (*h*).

(*a*) 38 & 39 Vict. c. 77, s. 10.
(*b*) 37 & 38 Vict. c. 83.
(*c*) Per Lord Eldon, *Seton* v. *Slade*, 7 Ves. 278.
(*d*) *Ibid.*
(*e*) *Tilley* v. *Thomas*, 3 L. R., Ch. 6.
(*f*) *Boahm* v. *Wood*, 1 J. & W. 420.
(*g*) *Ibid.*
(*h*) Dart, 5th ed. 427.

(I.)

Where Time has been originally stipulated to be of the Essence by the express Agreement of the Parties.

Rule in Equity.

The modern tendency is to make it essential (*i*).

[No particular words are necessary to make it of the essence, if the intention appear (*j*).

Time declared essential for one particular is presumably not so for another (*k*).]

The party claiming time to be essential must "make the point promptly" (*l*).

Exceptions to Rule.

Where it has been waived by—

1.

The subsequent conduct of the parties (*m*); *e.g.*, their going on negotiating for the completion (*n*) of the contract, and proceeding in the purchase, after the time (*o*).

2.

The subsequent agreement of the parties (*p*).

(II.)

Where the Time so fixed is not expressly stipulated (*q*) to be of the Essence.

Rule in Equity.

The Court will, although unreasonable delay will of itself conclude either party, relieve against or enforce specific performance, notwithstanding a failure to keep the dates assigned by the contract either for completion, or for any of the steps towards completion (*r*).

[This is all that is meant when it is said, time is not of the essence in equity (*s*).]

---

(*i*) Dart, 5th ed. 420.

(*j*) *Hipwell* v. *Knight*, 1 Y. & C., Exch. 401.

(*k*) *Wells* v. *Maxwell*, 32 Beav. at p. 414.

(*l*) *Monro* v. *Taylor*, 8 Hare, at p. 62.

(*m*) Dart, 5th ed. 424, citing 13 Sim. 206.

(*n*) *Webb* v. *Hughes*, 10 Eq. p. 286.

(*o*) For instances of conduct, *infra*.

(*p*) 3 Russ. at p. 119.

(*q*) 32 Beav. at p. 414.

(*r*) *Tilley* v. *Thomas*, 3 Ch. 61.

(*s*) *Roberts* v. *Berry*, 3 De G., M. & G. 284.

Provided

1.

The delay has been unavoidable from the state of the title (*t*).

The vendor may show a good title at or before the decree or investigation in chambers (*u*), or within a reasonable time after (*x*).

2.

The time has been waived (in the opinion of the Court) by—

(i.)

Subsequent agreement of the parties (*y*).

(ii.)

Subsequent conduct, treating time as immaterial (*z*): *e. g.*,

(a.)

Purchaser receiving the abstract after the time for delivery (*a*).

(b.)

Purchaser perusing abstract unnecessarily (*b*).

(c.)

Purchaser retaining the abstract under circumstances which require (*c*) its immediate rejection (*d*).

(d.)

Purchaser not asking for the abstract (*e*), or not soon enough (*f*).

(e.)

Vendor receiving purchaser's requisitions (without reserving his right to object) delivered after the time fixed (*g*).

---

(*t*) Dart, 422.
(*u*) *Ibid.*
(*x*) *Cuffin* v. *Cooper*, 14 Ves. 205.
(*y*) *Robinson* v. *Page*, 3 Russ. 114.
(*z*) 7 Ves. 278.
(*a*) *King* v. *Wilson*, 6 Beav. 124.
(*b*) *Nott* v. *Riocard*, 22 Beav. 307.
(*c*) Mr. Dart says "*prevent*," p. 425.
(*d*) *Seton* v. *Slade*, 7 Ves. 265.
(*e*) *Guest* v. *Homfrey*, 5 Ves. 818.
(*f*) *Jones* v. *Price*, 3 Anst. 924.
(*g*) *Pegg* v. *Wisden*, 16 Beav. 239.

(f.)

Neither party taking any step to quicken the other till it is impossible to complete by the day fixed (*h*).

[Waiver of matters which must long precede completion, is a waiver of the time to complete in (*i*).]

In all cases where equity holds time unessential proper compensation will be given for the delay.

Interest belongs to the vendor, rents to the purchaser, from the day for completion.

**Exceptions to Rule.**

**(Raising a necessary *implication* that time was of the essence (*k*).)**

1.

If the nature of the property require the time to be adhered to (*l*); *e.g.*, if it be—

(i.)

A reversion (*m*);

(ii.)

A life annuity (*n*);

(iii.)

A public house (*o*);

(iv.)

Property of an Ecclesiastical Corporation.

Where every day is of consequence, as the vendors may die (*p*).

2.

If the object of the sale require (*q*) time to be adhered to.

*E. g.*, where it is to pay incumbrances, especially if bearing higher interest, out of the purchase-money (*r*).

---

(*h*) 3 Anstr. 924.
(*i*) Dart, 5th ed. 426.
(*k*) *Parkin* v. *Thorold*, 16 Beav. at p. 65.
(*l*) *Tilley* v. *Thomas*, 3 Ch. 61.
(*m*) *Newman* v. *Rogers*, 4 B. C. C. 390.
(*n*) *Withy* v. *Cottle*, 1 S. & S. at p. 178.
(*o*) *Cowles* v. *Gale*, 7 Ch. 12.
(*p*) *Carter* v. *Dean of Ely*, 7 Sim. 211.
(*q*) Dart, 5th ed. 420.
(*r*) *Tilley* v. *Thomas*, 3 Ch. 61.

3.

If the party insisting on its being essential (the other party having been guilty of delay, and the original time having passed), gives the other reasonable notice (*s*), or unreasonably short notice acquiesced in (*t*), to complete by a given day,—such subsequent time then becomes essential (*u*).

But ceases to be so, if waived by—

(i.)

Subsequent agreement (*x*).

(ii.)

Subsequent conduct (*y*).

All sorts of notice have been held both reasonable and unreasonable (*z*): no rule can be laid down.

4.

Options to purchase,—which are construed strictly (*a*).

5.

If the contract be inequitable (*b*).

*E. g.*, if the purchase-money be unreasonably great or inadequate (*c*).

(III.)

Where no Time has been originally fixed by the Parties.

[This, however, is really a stipulation *other* than as to time.]

What has been said of time not being essential (when fixed), where the delay is owing to the state of the title, applies here *à fortiori*, because the Court has not the express stipulation of the parties to struggle against (*d*).

And the same rule applies where the delay is owing to the conduct of the parties.

---

(*s*) *Webb* v. *Hughes*, 10 Eq. 281.
(*t*) 16 Beav. at p. 73.
(*u*) *Ibid.* at p. 75.
(*x*) Dart, 5th ed. 424.
(*y*) *Webb* v. *Hughes*, 10 Eq. 281.
(*z*) Cases Collected, Dart, 5th ed. 423.
(*a*) *Brooke* v. *Garrod*, 2 De G. & J. 62.
(*b*) *Whorwood* v. *Simpson*, 2 Vern. 186.
(*c*) 2 Tudor's L. Cas. Eq. 529.
(*d*) Sugd. V. & P. 10th ed. 435.

[**B.**]

"*Or otherwise.*"

This involves the doctrine of equity as to relief against forfeitures, and penalties, and other cases in which equity will decree compensation for a breach of the stipulation.

(I.)

Forfeitures.

Forfeiture, as connected with contracts, is the result of a breach of, or non-compliance with, the condition of a possibly "hard bargain" (*e*), whereby the party committing such breach loses all interest in the property respecting which the contract has been broken.

Forfeitures, as punishments annexed by law, and therefore not "determined hardly" (*f*), *without contract*, to some illegal act or neglect, are not within this sub-section, nor within sub-sect. 11, because equity will not relieve against them (*g*); and there is no conflict.

(II.)

Penalties.

A penalty, *aliàs* the penal part of a contract, *aliàs* a "*nomine* (*h*) *pœnæ*," is an engagement to pay a sum greater than that which is *actually due*, and than the parties *intended* should be recoverable (*i*), and is a punishment or infliction for not doing something (*j*), and therefore money due on contract cannot be converted into a penalty (*j*).

The question is one of *intention*, to be gathered from a construction of the whole instrument.

---

(*e*) Per Lord Macclesfield, *Peachy* v. *Duke of Somerset*, 2 Tudor's L. Cas. Eq., at p. 1090.

(*f*) *Ibid.*

(*g*) *Ibid.* 1082.

(*h*) 2 Tudor's L. Cas. Eq., at p. 1085, 1087.

(*i*) *Thompson* v. *Hudson*, 4 L. R., H. L. at p. 15.

(*j*) *Ibid.*, per Lord Westbury, p. 28.

The test (in deciding penalty or no penalty) is whether the penalty is *part* of the contract, or is only to secure the performance of the contract; whether the parties mean that one party shall have the right to do the act to which the penalty is attached (paying what is agreed on as an equivalent), or whether he is restricted by the contract from doing that particular act at all (*k*).

If one covenant not to do an act, and a penalty is attached to the doing of it, the penalty does not authorize the doing of the act: and the Court will before the act is done enjoin; if it has been done, the penalty must be paid (*l*).

"Liquidated damages," on the contrary, *aliàs* "stipulated damages," *aliàs* a sum "*in solido*," though larger in amount than the sum actually due, or originally contracted to be paid, are damages fixed on by the parties as the measure of loss to be sustained by the injured party by breach of a contract, and are not in the nature of a penalty (*m*), and will therefore be held essential in equity, and not relieved from.

But neither the words "penalty," nor "penal sum," nor "liquidated damages," are conclusive of the character of the instrument (*n*).

1.

Breaches of, or non-compliance with, the Penal part of a Contract, which are not of the Essence of the Contract in Equity.

(i.)

Non-payment of mortgage principal and interest at the day named (*o*).

[This, however, is really a stipulation as to time (*p*).]

---

(*k*) *French* v. *Macale*, 2 Dr. & War. at p. 275.

(*l*) *Ibid.*

(*m*) *Rolfe* v. *Peterson*, 2 B. P. C. 436.

(*n*) Cases cited in 2 Tudor's L. Cas. Eq. 1117.

(*o*) Tothill, p. 132.

(*p*) *Supra*, p. 65.

(ii.)

Breach of covenant to insure against fire (*q*).

(iii.)

Penalty on a common money bond (*r*).

(iv.)

Penalty to secure the enjoyment of a collateral object (*s*).

(v.)

Non-payment, even by copyholders, of rent (*t*), or fines (*u*).

Equity relieving, as well where there is a proviso for *cesser* (and where therefore it might be argued there is no longer any thing for the Court to act on (*x*)), as where the proviso is for re-entry (*y*).

[In the case cited, however, the Court laid down no general proposition.]

Provided (in the case of rent)—

(a.)

Lessee pay rent and costs and proceed for relief in equity (*z*) or at law (*a*) (as directed by the Common Law Procedure Acts).

A new lease is in such a case not necessary (*b*).

(b.)

Lessor has a right by law to re-enter (*c*) (whether he actually enter or no (*d*)).

A lessor has no such right unless he expressly reserve it (*e*).

---

(*q*) 22 & 23 Vict. c. 35, s. 4.
(*r*) *Peachey* v. *Duke of Somerset*, 1 Strange, 447.
(*s*) *Sloman* v. *Walter*, 1 B. C. C. 418.
(*t*) *Peachy* v. *Duke of Somerset*, 1 Strange, 447.
(*u*) *Ibid.*
(*x*) *Bowser* v. *Colby*, 1 Hare, 128.
(*y*) *Ibid.* p. 131.
(*z*) C. L. P. Act, 1852, s. 21.
(*a*) C. L. P. Act, 1860, ss. 1, 210.
(*b*) C. L. P. Act, 1852, c. 76, s. 212; C. L. P. Act, 1860, s. 1.
(*c*) C. L. P. Act, 1852, s. 210.
(*d*) 1 Hare, at p. 128.
(*e*) Cole on Ejectment, 416.

(c.)

Lessee has not committed other breaches of contract for which he might be ejected at law (*f*).

2.

Breaches which Equity deems essential, and will not relieve against.

(i.)

Covenant to repair generally (*g*) or specifically (*h*).

[This last is, however, really a stipulation as to time (*i*).]

(ii.)

Covenant to build within a given time (*k*).

[This is, however, really a stipulation as to time.]

(iii.)

Covenant to cultivate land in a husbandlike way (*l*).

(iv.)

Covenant not to carry on trade in a house (*m*).

(v.)

Covenant not to assign or let without leave (*n*).

(vi.)

Breaches by shareholders of a company's bye-laws (*o*).

(vii.)

Breaches of provisions in a statute (*p*).

---

(*f*) *Bowser* v. *Colby*, 1 Hare, at p. 134.

(*g*) *Gregory* v. *Wilson*, 9 Hare, at p. 683.

(*h*) *Hill* v. *Barclay*, 18 Ves. at p. 64.

(*i*) *Supra*, p. 65.

(*k*) *Croft* v. *Goldsmid*, 24 Beav. 312.

(*l*) *Hills* v. *Rowland*, 4 De G., M. & G. 430.

(*m*) *Macher* v. *Foundling Hospital*, 1 V. & B. 188.

(*n*) *Hill* v. *Barclay*, 18 Ves. 56.

(*o*) *Sparks* v. *Liverpool Waterworks*, 13 Ves. 428.

(*p*) *Keating* v. *Sparrow*, 1 Ball. & B. at p. 373.

(III.)

**Compensation for Breach of Stipulation by Misdescription of the Quantity or Quality of the Estate purchased, or of Vendor's Interest.**

Rule in Equity.

Where a misdescription is small, equity will, nevertheless, decree specific performance, the purchaser giving or receiving compensation (*r*).

But where it is substantial (*s*) (*e. g.*, the nature of the tenure, as copyhold for freehold (*t*); or in quantity, as an underlease for a lease (*u*) ), it is of the essence, unless waived (*x*).

Equity will more readily consider the stipulation unessential at the instance of a purchaser, than of a vendor, since the latter is author of the error (*y*).

Exceptions to Rule.

If the purchaser knew the vendor had less than he stipulated for; in which case, if the knowledge be express, his action will be dismissed (*z*). He will not be entitled to take it with compensation.

[Constructive knowledge will not disentitle him to specific performance *without* compensation (*a*).]

If he suppress wrongful acts done by himself, the knowledge of which would have given vendor a claim against him (*b*).

---

(*r*) *Halsey* v. *Grant*, 13 Vcs. at p. 77.
(*s*) *Long* v. *Fletcher*, 1 Eq. Cas. Abr. 5.
(*t*) *Ayles* v. *Cox*, 16 Beav. 23.
(*u*) *Madeley* v. *Booth*, 2 De G. & Sm. 718.
(*x*) *Fordyce* v. *Ford*, 4 B. C. C. 494.
(*y*) 2 Tudor's L. Cas. Eq. 547.
(*z*) *Barnes* v. *Wood*, 8 Eq. 424.
(*a*) *James* v. *Lichfield*, 9 Eq. 51.
(*b*) *Phillips* v. *Homfrey*, 6 Ch. 770.

## Chapter VIII.

## ON MANDAMUS, INJUNCTION AND RECEIVERS.

36 & 37 Vict. c. 66, sect. 25, sub-sect. 8.

"*A mandamus or an injunction may be granted or a receiver appointed by an interlocutory order of the Court in all cases in which it shall appear to the Court to be just or convenient that such order should be made; and any such order may be made either unconditionally, or upon such terms and conditions as the Court shall think just; and if an injunction is asked, either before, or at, or after, the hearing of any cause or matter, to prevent any threatened or apprehended waste or trespass, such injunction may be granted, if the Court shall think fit, whether the person against whom such injunction is sought is or is not in possession under any claim of title or otherwise, or (if out of possession) does or does not claim a right to do the act sought to be restrained under any colour of title; and whether the estates claimed by both or by either of the parties are legal or equitable.*"

As to the practice hereon, see Judicature Act, 1875, Order LII., Rule 4.

[A.]

"*A Mandamus.*"

The common law remedy of *mandamus* is for the first time to be universally applicable. Hitherto, as is well known, a Court of Equity was, by a strange anomaly, incompetent to *order* (*a*); and a Court of Common

(*a*) *Robinson* v. *Lord Byron*, 1 B. C. C. 588.

Law incompetent to *restrain*, the doing of a positive act. By a still stranger anomaly, a Court of Equity *was* able to do, in this respect, indirectly what it could not do directly, by means of what was called a mandatory injunction, a remedy (that is to say) partaking of both the character of mandamus and injunction. It was such an injunction as restrained the defendant from allowing things to remain in their existing, and so compelled him to restore them to their original, state (*b*).

Thus an injunction restraining him from detaining and keeping possession of the books of plaintiff, removed by him from plaintiff's chambers, and from permitting the same to remain away therefrom, or from parting with the books so removed to any one but the plaintiff (*c*), was virtually an order to restore them.

[B.]

"*Any threatened or apprehended Waste or Trespass.*"

Waste, as contrasted with trespass, was used, it is said (*d*), in the old cases, not in the sense of spoliation, but in a "technical and personal sense" (*d*), (whatever that means).

The Court (of Chancery) for a long time confined relief in equity to waste; founding its interposition on the privity between the parties (*e*). Lord Thurlow first extended it to cases of trespass (*f*).

The tendency of the Court is to "break down" the old unreasonable distinction between waste and trespass (*g*). "Waste" is commonly used, it has been said,

---

(*b*) Joyce on Injunctions, 1309.
(*c*) Seton on Decrees, 3rd ed. 936.
(*d*) 12 W. R. 401.
(*e*) *Davenport* v. *Davenport*, 7 Hare, 217.
(*f*) *Lowndes* v. *Bettle*, 33 L. J., N. S., Ch. 451; 12 W. R. p. 399; 3 N. R. 401.
(*g*) *Ibid.*

of acts by persons in rightful possession (*h*), and therefore is not in fact waste in the proper sense (*i*).

But spoliation seems to indicate the degree, not the kind, of injury to property; and if so, might be committed as well by a person in privity of estate as by an entire stranger.

[C.]

"*Whether the Person against whom such Injunction is sought is or is not in Possession under any claim of Title or otherwise.*"

This part of the sub-section has evident reference to, and was doubtless suggested by, the anomalous state of the previous rules of equity as pointed out in the comprehensive judgment of Vice-Chancellor Kindersley in *Lowndes* v. *Bettle.* The clause appears to refer only to defendants in possession. It would, therefore, have run better thus: "Whether the person, &c. is in possession under any claim of title or not." As it stands now, it may grammatically apply to defendants not in possession. The words "or otherwise," moreover, seem superfluous: for a defendant in possession, but not in possession under any claim of title, is a defendant in possession "otherwise" (than by claim of title), and his case is provided for by the earlier words, "is not in possession under any claim of title." Moreover, the words "under any claim of title or otherwise" seem wrongly introduced; the "foundation of the distribution of the cases" (*j*), where the defendant is in possession, being the fact not of his having any claim of title—that was the test where he was *out* of possession—but his being in possession anyhow and by whatever

(*h*) *Supra*, Ch. III.
(*i*) 33 L. J., Ch. 451.
(*j*) 12 W. R. 401.

means: the Court feeling much more reluctance to entertain a suit against a party in possession than where he is not. The question, therefore, which party is in possession, was one of great importance, and often not easy to answer (*k*).

Now that the Supreme Court is invested with such absolute discretionary powers in granting injunctions as the sub-section gives it, it is doubtful whether it will be guided by the principles and distinctions hitherto laid down in the matter; but it is presumed that it will, in order to keep the current of equity authority, as far as possible, uniform. If so, those principles and distinctions, *so far at least as they regard injunctions against trespass*, cannot be better classified and summarized than they have been in the admirable judgment of Vice-Chancellor Kindersley (*l*) above referred to, and which may be thus tabulated. (The Vice-Chancellor, however, seems to have had in his mind cases of trespass strictly so called only.)

1.

Plaintiff out of Possession, with an adverse Claim, seeking to restrain Defendant in Possession.

[The case of a claim under privity of title will hardly arise.]

The Court grants the injunction only when there is fraud or collusion, or the acts are flagrant.

2.

Plaintiff in Possession, seeking to restrain Defendant out of Possession.

(i.)

Defendant claiming under colour of Title.

The Court inclines to grant the injunction, where the spoliation is irremediable.

(*k*) 12 W. R. 401.

(*l*) 33 L. J., N. S., Ch. 451.

(ii.)
Defendant an absolute Stranger.

The Court inclined to refuse an injunction except under special circumstances, or in case of destruction; and to leave plaintiff to his remedy at law (*m*).

[D.]
"*Or a Receiver appointed.*"

As there is no prevalence or conflict of the rule in equity further than that an absolute discretion is reposed in the Court,—which will enable it to appoint receivers at the instance of a legal mortgagee (*n*),—it is not within our subject to treat of them generally.

[E.]
"*Whether the Estates claimed by both or either of the Parties be Legal or Equitable.*"

*Semble*, these words apply only to injunctions, and not to the appointment of a receiver (*o*).

---

(*m*) Kerr, 292.
(*n*) *Pease* v. *Fletcher*, 1 L. R., Ch. D. 273.
(*o*) *Habershon* v. *Gill*, W. N. Dec. 4, 1875.

## Chapter IX.

## DAMAGES FOR COLLISION OF SHIPS.

36 & 37 Vict. c. 66, sect. 25, sub-sect. 9.

> "*In any cause or proceeding for damages arising out of a collision between two ships, if both ships shall be found to have been in fault, the rules hitherto in force in the Court of Admiralty, as far as they have been at variance with the rules in force in the Courts of Common Law, shall prevail.*"

It is remarkable that in the earlier prints of the Judicature Bill the Common Law Rule was preferred. It would seem, therefore, there is not any clearly defined principle of jurisprudence involved in this change, and as if it had been pretty much a toss up in Committee which rule should prevail!

### Common Law Rule.

The rule hitherto in force on this subject at common law has been, that if the mischief be the result of the combined negligence of the two (masters of the) ships, they must both remain *in statu quo*, and neither party can recover against the other (*a*).

### Admiralty Rule.

The rule in the Admiralty Court is, that the loss must be apportioned equally between the ships, although one ship is most to blame (*b*).

---

(*a*) Bayley, J.: *Vennall* v. *Garner*, 1 Cr. & M. p. 21.

(*b*) *Hay* v. *Le Neve*, 2 Shaw, Sc. App. Cas. 395.

[But the shipowner's liability is limited to the value of the ship and freight (*c*).]

*Unless* the loss has happened through his own fault or privity (*d*).

No interest was given in the last cited case, and each party paid their own costs.

(*c*) 17 & 18 Vict. c. 104, s. 503. (*d*) *Ibid.*

## Chapter X.

## ON THE CUSTODY AND EDUCATION OF INFANTS.

36 & 37 Vict. c. 66, sect. 25, sub-sect. 10.

"*In all questions relating to the custody and education of infants the rules of equity shall prevail.*"

[This would seem to include questions of Access, as ancillary to custody, but not rights over an infant's estate, except so far as they are necessarily involved in questions respecting custody or education.]

The Divorce Court may make such orders as it deems just respecting the custody and education of children (*a*), under 16 (*b*), whose parents' marriage is the subject of a suit there, and for placing them under the protection of Chancery (*c*); but as this statutory jurisdiction does not affect the principles or jurisdiction of Chancery (*d*), we need not pursue it any further.

[A.]

*Custody.*

(I.)

Father.

(1.)

(Legitimate Infant.)

*Rule in Equity.*

The father, though resident abroad (*e*), and though the infant be born (*f*), or is resident (*g*), abroad, or is

---

(*a*) 20 & 21 Vict. c. 85, s. 35.

(*b*) *Ryder* v. *Ryder*, 2 Sw. & Tr. 225.

(*c*) 20 & 21 Vict. c. 85, s. 35.

(*d*) *In re Curtis*, 28 L. J., N. S., Ch. 458.

(*e*) *Re Emily Suttor*, 2 Fost. & Finl. 267; 2 Tudor's L. Cas., Eq. 67. This was, however, only a decision on a *habeas corpus* at common law chambers.

(*f*) *Hope* v. *Hope*, 8 De G., M. & G. 731.

(*g*) *Ibid.*

of tender years (*h*), has a primary right by his guardianship by nature and nurture (*i*) to the custody (which has been secured to him by a penal Act till sixteen in females) (*j*), the mother having access, at least if the infant be a ward of Court (*k*).

The wardship of infants is assigned to the Chancery Division of the Supreme Court (*l*).

An infant becomes a ward of Court immediately an action is begun for or against him relating to his property or person (*m*); or an order is made, even on summons in chambers, without suit, for payment of a legacy for his maintenance (*n*), or of the income of a fund paid in under the (*o*) Trustee Relief Act; or where the order is simply for appointing a guardian (*p*), but not on an application under the Infant's Settlement Act (*q*).

[So essential is property, in order to give the Court the means of enforcing its jurisdiction, that, where there is none, it is usual to settle on the infant and pay into Court even a nominal sum (*e.g.*, 20*l.* (*r*) or 100*l.* (*s*)), in order to fulfil the object of the Court in requiring property, viz., its having "the means of applying it for his use and maintenance" (*t*); though no substantial use can be made of a nominal sum! and, as Mr. Forsyth has well observed (*u*), where the only object of the application to Court is to remove him from illegal or improper custody, property or no property seems immaterial.]

---

(*h*) Jac. 251, n.

(*i*) When this ends, *infra*, p. 86.

(*j*) 24 & 25 Vict. c. 100, s. 55.

(*k*) Jac. 264, n.

(*l*) Judicature Act, 1873, s. 34.

(*m*) *Hughes* v. *Science*, 2 Eq. Cas., Abr. 756, pl. 14.

(*n*) *Re Graham*, 10 Eq. 530.

(*o*) *Re Hodge's Settlement*, 3 K. & J. 213.

(*p*) *Stuart* v. *Marquess of Bute*, 9 H. L. at p. 457.

(*q*) *Re Dalton*, 6 De G., M. & G. 204.

(*r*) *Andrews* v. *Salt*, 8 Ch. 627.

(*s*) M'Pherson on Infants, 103.

(*t*) *Wellesley* v. *Duke of Beaufort*, 2 Russ. 21.

(*u*) Custody of Infants, p. 25.

This right of a father is not waivable by him, being a duty as well as a privilege, even on his adultery or cruelty to his wife (*x*). And agreements having that object in view will not be specifically performed, though if a deed had been actually *executed*, the Chancery Division would enforce any of its stipulations which are in accordance with law (*y*).

*Exceptions to Rule.*

[The reasons for the Court's interference having been in most cases more than one] (*z*).

(i.)

Much more weight is given to the wishes of female infants as to custody, if of years of discretion—which depends, at least at law, on age not mind, and is fourteen in boys and sixteen in girls (*a*)—than of males (*b*); and they have been examined upon them, even without any fault in the father (*c*).

(ii.)

Where the father, without in the least demoralizing the infant by his teaching or example, treats him with such violence, harshness, or cruelty as shows him utterly unfit to have the conduct or management of children (*d*).

(iii.)

Where the father, being unable to maintain the infant, has separated from his wife, and deserted (*e*) the infant, or endangered his property (*f*), or disappointed his expectations, if solid ones (*g*).

---

(*x*) *Vansittart* v. *Vansittart*, 2 De G. & J. 255, where the written memorandum was signed by the husband and wife.

(*y*) *Ibid.* 258.

(*z*) Simpson on Infancy, 137.

(*a*) *Re Andrews*, 8 L. R., Q. B. at p. 159.

(*b*) Simpson on Infancy, 139.

(*c*) *Ex parte Hopkins*, 3 P. Wms. 152.

(*d*) *Curtis* v. *Curtis*, 5 Jur., N. S. (Ch.) 1147.

(*e*) *Re England*, 1 R. & M. 499.

(*f*) 2 Tud. L. C. Eq. 685.

(*g*) Jac. 265, n.

[But insolvency alone will not disentitle him] (*h*).

(iv.)

"Where the father, being of a perverted mind in respect of religious (*i*) or moral views or habits, is inculcating such habits or views on his children, so as to be most grievously detrimental to them in after life as members of society" (*k*).

(v.)

If the father has waived his right by accepting a pecuniary benefit (not a mere offer (*l*) ) for himself (*m*), or for the infant (*n*), from a stranger, who has prescribed the custody, such custody having been adopted by the father (*o*).

The father in this case, however, will be allowed access (*p*).

[This waiver is distinguished from the prohibited waiver mentioned above (*q*), on the ground, according to Mr. Tudor (*r*), that it is not, as the former, a merely executory contract still *in fieri*, and unperformed, but that it has been carried into execution by acts done, *e. g.*, the giving up the custody and acceptance of the benefit.]

(vi.)

The Court may order access, or the custody, to the mother till sixteen, subject (in the latter case) to access of the father or guardian (*s*).

[This, however, is a statutory rule rather than one of "equity."]

---

(*h*) *In re Curtis*, 28 L. J., Ch. 458.
(*i*) As in *Shelley* v. *Westbrooke*, Jac. 266, n.
(*k*) Per V. C. Kindersley, *Curtis* v. *Curtis*, 5 Jur., N. S. (Ch.) 1147.
(*l*) Jac. 265, n.
(*m*) *Colston* v. *Morris*, Jac. 257, n.
(*n*) *Lyons* v. *Blenkin*, Jac. 245, n.
(*o*) *Potts* v. *Norton*, 2 P. W. 109.
(*p*) 10 Ves. 649.
(*q*) *Supra*, p. 84.
(*r*) 2 Tud. L. C. Eq. 679.
(*s*) 36 & 37 Vict. c. 12.

Parents will be restrained from taking the infant abroad, if a ward of Court (*x*), without leave.

[This, however, does not necessarily involve removal from the custody.]

(2.)

Illegitimate Infant.

A bastard being *nullius filius*, the father has no legal right to the custody, but if bound to maintain him under the Poor Law Acts, it would seem he has (*y*).

(II.)

Mother

(Father being dead, and no Testamentary Guardian).

She is spoken of in Courts of Equity as guardian by nature (*z*) (*i.e.*, till twenty-one in males, and twenty-one or marriage (*a*) in females) and nurture (*b*) (*i.e.*, till fourteen in both sexes (*c*).

(1.)

Legitimate Infant.

(i.)

Infant under the age of Discretion (*d*).

Rule in Equity.

The custody by the mother—who is within 24 & 25 Vict. c. 100 (*e*)—is never departed from; it is paramount to education in any particular denomination of the Christian religion (*f*); and does not necessarily cease on her re-marriage (*g*).

Exceptions to Rule.

(a.)

Her immorality (*h*); or unnatural treatment of infant (*i*).

---

(*x*) *De Manneville* v. *De Manneville*, 10 Ves. 52.
(*y*) *Re Lloyd*, 3 Mann. & Gr. 547.
(*z*) 2 Sw. at p. 536.
(*a*) 4 Bac. Abr. 7th ed. 105.
(*b*) Simpson on Infancy, 113.
(*c*) Hargr. n. 13 to Co. Littl. 88, b.
(*d*) What is, *supra*, p. 84.
(*e*) *Supra*, p. 83.
(*f*) *Austin* v. *Austin*, 34 Beav. 259.
(*g*) *Villareal* v. *Mellish*, 2 Sw. 533.
(*h*) 34 Beav. at p. 263.
(*i*) *Ibid.*

(b.)

Her contempt of (*k*), or disobedience to (*l*), Court.

(c.)

Where the parents' religions are different—which does not necessarily preclude her right to custody—(*m*), application has been ordered by the Court to be made respecting it, on the infant attaining seven (*n*).

(ii.)

Infant of the age of Discretion (*o*).

Rule in Equity.

The same weight is given to the wishes of the infant, as in the case of the father (*p*).

(2.)

Illegitimate Infant.

Mother has no right to the custody, either at law (*q*) or in equity (*r*), but will be allowed access (*s*).

(III.)

Testamentary Guardian and Guardian appointed by the Court.

The Court controls the latter less reluctantly (*t*).

Though called testamentary, father may appoint him by deed (*u*) (*qu.*, without a witness?) (*x*).

Direction in the will that wife shall have the *education* may amount to a devise of guardianship (*y*).

Rule in Equity.

He is entitled to the custody as (*z*) against the mother,

---

(*k*) 1 Ves. sen. 158.
(*l*) *Re Newbery*, 1 Ch. at p. 267.
(*m*) Simpson, p. 122.
(*n*) *Austin* v. *Austin*, 34 Beav. 265, n.
(*o*) What is, *supra*, p. 84.
(*p*) *Supra*, p. 84.
(*q*) 7 East, 579.
(*r*) *Courtois* v. *Vincent*, Jac. 268, n.
(*s*) *Ibid.*
(*t*) *Re Goode*, 1 Ir. Ch. Rep. 256.
(*u*) 12 Chas. 2, c. 24.
(*x*) 19 Beav. at p. 87.
(*y*) 1 Ves. sen. 91.
(*z*) *Eyre* v. *Shaftesbury*, 2 P. Wms. 103; Chambers on Infancy, 36.

she having access (*s*), though the Court will, under special circumstances, leave the infant with her, giving the guardian access (*t*).

The legal custody, however, would in such a case still be that of the guardian.

Exceptions to Rule.

(1.)

If the guardian be insolvent or bankrupt (*u*).

(2.)

If he behave (*x*) improperly.

(3.)

If father has recommended, and the guardian has allowed, some one else to have it (in which case he will have a general supervision only (*y*), *e. g.*, as to change of residence, governors, &c.).

May not remove them abroad, if wards of Court, without leave of the Court (*z*).

A testamentary guardian's right to the custody ends, with females, on marriage under 21; with males on 21 (*a*), unless father otherwise direct (*b*).

[The infant, at least if a female, may choose her custody, as between several testamentary guardians (*c*), or, on their ill-treatment, generally (*d*).

No other guardian can be *appointed* during parents' or testamentary guardian's office (*e*), but the Court may appoint another person to *act as* guardian where the removal from the natural or statutory guardianship, tested as above, is expedient.

---

(*s*) 7 Ves. 380.

(*t*) *Talbot* v. *Earl of Shrewsbury*, 4 M. & Cr. 672.

(*u*) *Smith* v. *Bate*, 2 Dick. 631.

(*x*) *Duke of Beaufort* v. *Bertie*, 1 P. Wms. 704.

(*y*) *Knott* v. *Cottee*, 2 Phillips, 192.

(*z*) *Campbell* v. *Mackay*, 2 M. & Cr. 31.

(*a*) *Mendes* v. *Mendes*, 1 Ves. sen. 91.

(*b*) 2 P. Wms. 103.

(*c*) *Storke* v. *Storke*, 3 P. Wms. 52.

(*d*) *Anony.* 2 Ves. sen. 374.

(*e*) *Ex parte Mountfort*, 15 Ves. 447.

[B.]

*"Or Education."*

School Board may compel parents to send to school (*b*).

(I.)

Father.

(1.)

Legitimate Infant.

*Rule in Equity.*

The father has the first right to educate, and prescribe the education, general or religious, of the infant (*c*).

The Court pays a "sacred regard to the religion of the father" (*d*).

The Court infers (*e*) the father's wish to be that the infant shall be educated in his own religion unless he direct otherwise.

The greater happiness, and possibly the better pecuniary provision for the infant involved in his being educated in a religion different from the father will not, *per se*, weigh with the Court (*f*). The religious faith is not to be matter of barter in the Court (*g*).

*Exceptions to Rule.*

(i.)

Where there is *laches* or waiver by him (*h*), or by the testamentary guardians (*i*), of his right.

In determining this waiver, an ante-nuptial agreement, though it does not bind him (*k*), will weigh with the Court.

(ii.)

Where a stranger, by pecuniary benefits given to the father or infant, and accepted by the father, has *purchased* (*l*) the right of prescribing the education.

---

(*b*) Education Act, 1870, sect. 74.

(*c*) *Talbot* v. *Earl of Shrewsbury*, 4 M. & C. 672.

(*d*) *Hawkesworth* v. *Hawkesworth*, 6 Ch. at p. 542.

(*e*) *Re North*, 11 Jur. at p. 10.

(*f*) *Andrews* v. *Salt*, 8 Ch. 638.

(*g*) 4 M. & Cr. 672.

(*h*) *Hill* v. *Hill*, 10 W. R. 400.

(*i*) *Andrews* v. *Salt*, 8 Ch. at p. 637.

(*k*) *Ibid.*

(*l*) *Lyons* v. *Blenkin*, Jac. 245.

(iii.)

Where impressions have been made on, or permanent opinions different from the father's have been formed by, the infant, if of years of discretion, or a precocious child of tender years (*m*).

(iv.)

Where he is morally unfit to have the education (*n*).

(2.)

Illegitimate Infant.

Being *nullius filius*, father has no right to the education, having none to the custody (*o*).

(II.)

Mother

(Father dead, no Testamentary Guardian).

Has a right to prescribe the secular education. As to the religious education, the same rule and exceptions as in case of 'father' (*p*).

(III.)

Testamentary Guardian (including mother) and Court Guardian.

Rule in Equity.

He may regulate the mode and place of education (*q*), subject to the wishes of the father, and (in the case of Court guardians) subject to order of the Court first obtained.

Must bring infant up in same religion as father, unless he or the Court direct otherwise (*r*).

[C.]

Habeas Corpus.

Has only to do with custody, not education. It

---

(*m*) *Stourton* v. *Stourton*, 8 De G., M. & G. 760.

(*n*) *Anony.*, 2 Sim., N. S. at p. 77.

(*o*) *Supra*, p. 86.

(*p*) *Supra*, p. 89.

(*q*) *Hall* v. *Hall*, 3 Atk. 721.

(*r*) *Supra*, p. 89.

was, before the Judicature Acts, issuable as of course, unless infant was a ward of Court, in which case it would be refused (*s*), by any one on allegation that the infant was detained in illegal custody, and must be peremptorily complied with, the justification of the detainer, if any, coming out on the bringing up of the body, or return.

The Court will not only set free from improper, but, if infant be too young to choose (*t*), deliver to proper, custody (*u*).

[The jurisdiction of the Court of Chancery upon *habeas corpus* in infancy (transferred by the Judicature Acts to the Supreme Court (*x*) ), was part of the common law jurisdiction of the great seal, and exactly the same as that of the common law judges (*y*). Therefore there is in such case no "conflict or variance" generally between law and equity within sub-sect. 11, and no rules of equity to "prevail" within this sub-section.

But the Court of Equity would, before the late Acts, restrain on proper occasions a father or other person from suing out a *habeas corpus* (*z*), or proceeding on it, if sued out.]

---

(*s*) Forsyth, 54; *Wellesley* v. *Wellesley*, 2 Bligh, N. S. 142.

(*t*) *Re Andrews*, 8 L. R., Q. B. at p. 158.

(*u*) *Rex* v. *Isley*, 5 Ad. & Ell. 441.

(*x*) Judicature Act, 1873, sect. 16, (1).

(*y*) *Anony.*, Jac. 254.

(*z*) M'Pherson, 162.

## Chapter XI.

## CASES OF CONFLICT NOT ENUMERATED.

36 & 37 Vict. c. 66, sect. 25, sub-sect. 11.

> "*Generally, in all matters not hereinbefore particularly mentioned, in which there is any conflict and variance between the rules of equity and the rules of the common law with reference to the same matter, the rules of equity shall prevail.*"

This, like the old general prayer for relief in a bill, comprehends, it is hardly necessary to observe, all the subject-matter of the previous sub-sections, *with much more.*

To enter upon this wider field is beyond the province of the present Treatise, and would involve a disquisition upon Law and Equity generally.

It may be well asked, however, why such of the ten preceding sub-sections as contain instances of *special* variance and conflict between Law and Equity (*i.e.* sub-s. 3, 4, 6, 7, 10) were deemed necessary by the draughtsman of the Act, since he intended to gather, and has effectually gathered, up everything into his mesh, in one swoop, by this general conclusion; and since the whole contains its parts, and the universal the particular?

# INDEX.

# A Catalogue

OF

# LAW WORKS

PUBLISHED BY

## MESSRS. BUTTERWORTH,

**Law Booksellers and Publishers**


TO THE QUEEN'S MOST EXCELLENT MAJESTY

AND TO

H.R.H. THE PRINCE OF WALES.

---

*"Now for the Laws of England (if I shall speak my opinion of them "without partiality either to my profession or country), for the matter and "nature of them, I hold them wise, just and moderate laws: they give to God, "they give to Cæsar, they give to the subject what appertaineth. It is true "they are as mixt as our language, compounded of British, Saxon, Danish, "Norman customs. And surely as our language is thereby so much the richer, "so our laws are likewise by that mixture the more complete."*—LORD BACON.

---

LONDON:
7, FLEET STREET, E.C.
1876.

# Index to Catalogue.

## Stephen's New Commentaries.—Seventh Edition, 1874.

4 vols. 8vo., 4*l.* 4*s.* cloth.

MR. SERJEANT STEPHEN'S NEW COMMENTARIES ON THE LAWS OF ENGLAND, partly founded on Blackstone. The Seventh Edition. By JAMES STEPHEN, Esq., LL.D., Judge of County Courts; late Professor of English Law at King's College, London, and formerly Recorder of Poole.

**Extract from the Preface to the Seventh Edition.**

"The position of the work in reference to the Judicature Act, 1873, also seems to call for some remark, as the profession will naturally want to know whether the changes introduced by that important measure will be found embodied in the present edition. To this question I reply that the chief enactments of that Act will be found in these pages, and that I have explained their effect to the student throughout to the best of my ability."

*From the Law Journal.*

"It is unnecessary for us on this occasion to repeat the eulogy which six years ago (in 1868) we bestowed, not without just reason, on the Commentaries as they then appeared. It has been remarked that Stephen's Commentaries enjoy the special merit of being an educational work, not merely a legal text book. Their scope is so wide that every man, no matter what his position, profession, trade or employment, can scarcely fail to find in them matter of special interest to himself, besides the vast fund of general information upon which every Englishman of intelligence may draw with advantage."

*From the Solicitor's Journal.*

"A Work which has reached a Seventh Edition needs no other testimony to its usefulness. And when a law book of the size and costliness of these 'Commentaries' passes through many editions, it must be taken as established that it supplies a need felt in all branches of the profession, and probably to some extent, also, outside the profession. It is difficult indeed to name a law book of more general utility than the one before us. It is (as regards the greater part) not too technical for the lay reader, and not too full of detail for the law student, while it is an accurate and (considering its design) a singularly complete guide to the practitioner. This result is due in no small degree to the mode in which the successive editions have been revised, the alterations in the law being concisely embodied, and carefully interwoven with the previous material, forming a refreshing contrast to the lamentable spectacle presented by certain works into which successive learned editors have pitchforked headnotes of cases, thereby rendering each edition more unconnected and confusing than its predecessor. As the result of our examination we may say that the new law has, in general, been accurately and tersely stated, and its relation to the old law carefully pointed out."

*From the Law Times.*

"We have in this Work an old and valued friend. For years we have had the last, the Sixth Edition, upon our shelves, and we can state as a fact that when our text books on particular branches of the Law have failed us, we have always found that Stephen's Commentaries have supplied us with the key to what we sought, if not the actual thing we required. We think that these Commentaries establish one important proposition, that to be of thorough practical utility a treatise on English Law cannot be reduced within a small compass. The subject is one which must be dealt with comprehensively, and an abridgment, except merely for the purposes of elementary study, is a decided blunder.

"Of the scope of the Commentaries we need say nothing. To all who profess acquaintance with the English Law their plan and execution must be thoroughly familiar. The learned Author has made one conspicuous alteration, confining 'Civil Injuries' within the compass of one volume, and commencing the last volume with 'Crimes,'—and in that volume he has placed a Table of Statutes. In every respect the Work is improved, and the present writer can say, from practical experience, that for the Student and the Practitioner there is no better Work published than 'Stephen's Commentaries.'"

*From the Law Examination Journal.*

"What Bacon's works are to philosophy, Blackstone's Commentaries and Stephen's Commentaries, founded on Blackstone, are to the study of English Law. For a general survey of the entire field of English Law, or, at least, for a comparative survey of different branches of law, Stephen's Commentaries are unrivalled; and we may observe that these Commentaries should not be used merely as a book of reference, they should be carefully studied."

## Mozley and Whiteley's Concise Law Dictionary.

In 1 vol. 8vo., 20*s.* cloth.

A CONCISE LAW DICTIONARY, containing Short and Simple Definitions of the Terms used in the Law. By HERBERT NEWMAN MOZLEY, M.A., Fellow of King's College, Cambridge, and of Lincoln's Inn, Esq., and GEORGE CRISPE WHITELEY, M.A. Cantab., of the Middle Temple, Esq., Barristers at Law.

*** *This work, which has been for some time in preparation, gives short and simple explanations of the technical terms and phrases used in the Law, including both those found in the older legal works and those of more modern and every day occurrence; the object being to produce a book which shall be useful, not only to Law Students and to members of both branches of the Legal Profession, but also to Magistrates and the general public.*

## Davis's Labour Laws of 1875.

8vo., 12*s.* cloth.

THE LABOUR LAWS OF 1875, with Introduction and Notes. By J. E. DAVIS, of the Middle Temple, Esq., Barrister at Law, and late Police Magistrate for Sheffield.

"This is a class of book which is very much wanted, and should receive every encouragement. Mr. Davis says that his object has been to combine a popular comment with a strictly practical treatise. In this he has completely succeeded. The book is in every respect careful and thoughtful, it gives the best reading of the law which we have, and furnishes *in extenso* all the Acts of Parliament relating to the subject."—*Law Times.*

"Mr. Davis's book is not a reprint of the acts with a few notes, but an original and complete treatise, and it will be appreciated by those who are concerned in the working of the labour laws."—*Law Journal.*

"'The Labour Laws' are the subject of a treatise by Mr. J. E. Davis which magistrates and practitioners will find useful."—*Daily News*

"A good book on this subject should fulfil two distinct functions by no means easy to combine. It should afford a clear and untechnical explanation of the law for the benefit of the magistrates who will have to administer, and it should also contain a careful and accurate commentary on the law for the benefit of lawyers. Mr. Davis has, in our opinion, successfully fulfilled both these requisites. Mr. Davis may be congratulated upon having produced a book which will probably become the standard work on this important subject."—*Solicitors' Journal.*

"Perhaps no one is so well qualified for the task as Mr. Davis. The work will undoubtedly increase the reputation of the author, and may be regarded as essential to all who have to administer the law."—*Capital and Labour.*

"The work is intended to be, and no doubt will become a text-book for the profession and for those who will have to administer the law."—*Beehive.*

"The best exposition that we know of, of the Labour Laws of the country."—*Echo.*

"A new and important work on the Labour Laws. Mr. Davis 'special knowledge of these statutes eminently fits him for the work."—*Sheffield Daily Independent.*

"We can only assure our readers that we conscientiously estimate the work as one upon the possession of which they will congratulate themselves."—*Irish Law Times.*

## Powell on Evidence. 4th Edition. By Cutler & Griffin.

Post 8vo., 18*s.* cloth.

POWELL'S PRINCIPLES AND PRACTICE OF THE LAW OF EVIDENCE. Fourth Edition. By J. CUTLER, B.A., Professor of English Law and Jurisprudence, and Professor of Indian Jurisprudence at King's College, London; and E. F. GRIFFIN, B.A., Barristers at Law.

*** *This edition contains the alterations necessary to adapt it to the practice under the Judicature Acts, as well as other material additions.*

"The plan adopted is, we think, an admirable one for a concise, handy book on the subject. Such maxims as, that hearsay is inadmissible, are given at the head of the chapter in large type, and then follow the explanation and application of the general rule. As the book is primarily for the use of students intending to go to India, the references to Indian law are numerous; but as the Indian law of evidence very closely follows our own the book is useful to all students, and even where there is a divergence between the two systems it is generally instructive to trace it. The Indian code of evidence given at the end of the book deserves to be read by every student, whether going to India or not. The few rules of the English law of evidence which are purely statutory are also given verbatim, including the two orders of the Judicature Act, 1875, which appear to be correctly appreciated. The present form of Powell on Evidence is a handy, well-printed and carefully prepared edition of a book of deserved reputation and authority."—*Law Journal.*

"The editors of this work put forward 'no claim to that exhaustiveness which other works dealing with the law of evidence aim at.' Their desire, on the contrary, is to 'adhere to the principle' of their author 'of not overloading the book with cases.' We heartily approve the principle; which, however, is somewhat difficult of application. We must add, however, that in most instances the cases are tersely abstracted, and the convenience of the reader is consulted by references to more than one set of reports. The plan of the book is to give pretty frequently, and, as far as we can discover, in almost every chapter, a 'rule' of general application, and then to group the cases round it. These rules or axioms are printed in a distinctive type. The work has been pruned and remodelled by the light of the Judicature Acts. The authors give in an appendix the Indian Evidence Acts, with some Indian decisions thereupon, and occasionally notice these acts in the text. On the whole we think this is a good edition of a good book. It brings down the cases to the latest date, and is constructed upon a model which we should like to see more generally adopted."—*Solicitors' Journal.*

"We have received the fourth edition of 'Powell's Principles and Practice of the Law of Evidence,' by Cutler and Griffin. We are informed in the preface that the results of the Judicature Acts as regards evidence have been duly noted, whilst the work itself has been rendered more comprehensive. It is an excellent summary of principles."—*Law Times.*

"There is hardly any branch of the law of greater interest and importance, not only to the profession, but to the public at large, than the law of evidence. On this branch of the law, moreover, as well as on many others, important changes have been effected of recent years. We are, therefore, all the more inclined to welcome the appearance of the Fourth Edition of this valuable work."—*Law Examination Journal.*

## Coote's Probate Practice.—Seventh Edition.

In 1 vol., 8vo., 25*s.* cloth.

THE COMMON FORM PRACTICE OF THE HIGH COURT OF JUSTICE IN GRANTING PROBATES AND ADMINISTRATIONS. By HENRY CHARLES COOTE, F.S.A., late Proctor in Doctors' Commons, Author of "The Practice of the Ecclesiastical Courts," &c., &c.

*** *The Forms as printed in this work are in strict accordance with the Orders of Court and Decisions of the Right Hon. Sir James Hannen, and are those which are in use in the Principal Registry of the Probate Divisional Court.*

"In less than twenty years the work has reached a seventh edition, and this new edition finds its *raison d'être* in the changes introduced by the Judicature Acts. Mr. Coote has set forth so much of the recent legislation as merged the Court of Probate in the High Court of Justice, and has explained the effects of such legislation as regards the subject matter of his book. He has also amended his forms in obedience to the new law. The edition, so far as Common Form Business is concerned, maintains the reputation of the work, and in the present day, when every solicitor conducts probate business, will doubtless command the same popularity as those editions which have preceded it."—*Law Journal.*

"The above is another name for what is commonly known to the profession as Coote's Probate Practice, a work about as indispensable in a solicitor's office as any book of practice that is known to us. The seventh edition is chiefly distinguishable from the sixth edition in this, that certain important modifications and alterations are effected which have been rendered necessary by the Judicature Acts. Judicial decisions subsequent to the last edition have been carefully noted up. We notice several new and useful forms; and the author has not only attempted, but has in the main succeeded, in adopting the forms and directions under the old probate practice, as embodied in previous editions of the work, to the new procedure under the Judicature Acts. Solicitors know that the difficulties in the way of satisfying the different clerks at Somerset House are frequently great, and there is nothing so likely to tend to simplicity of practice as Mr. Coote's book."—*Law Times.*

"Nearly five years have elapsed since the publication of the last edition of this book, which has long held a high reputation amongst solicitors, but we find little change in its contents. The Judicature Acts, which have rendered obsolete so many works of practice, have left this almost untouched. The chief changes in this edition appear to be the alteration of the headings of many of the forms; the insertion of several new cases and of some of the judgments of Dr. Bettesworth, of the fees to be taken by solicitors and paid to the Court in common form business as directed by the Rules of 1874; and a considerable increase in the number of forms in non-contentious business."—*Solicitors' Journal.*

## Bund's Agricultural Holdings Act, 1875.

Demy 12mo., 5*s.* cloth.

THE LAW OF COMPENSATION FOR UNEXHAUSTED AGRICULTURAL IMPROVEMENTS, as amended by the Agricultural Holdings (England) Act, 1875. By J. W. WILLIS BUND, M.A., of Lincoln's Inn, Barrister at Law, Author of "The Law relating to Salmon Fisheries in England and Wales," &c.

"It will be found very serviceable to all those who have to administer the Agricultural Holdings Act of last session, and by all practically interested in it, whether as landlords, tenants or valuers."—*Daily News.*

"It is the act of parliament so simplified and explained that the summary here given cannot be otherwise than a boon to landlords and tenants. A more complete volume never came under our notice."—*Worcester Herald.*

"Mr. Bund has placed the agricultural world under a debt of obligation by the opportune publication of a commentary on the law of compensation for unexhausted improvements. The work is designed for popular use; it is intended to show in what position recent legislation has placed both landlords and tenants, and this end it effectually attains."—*Berrows' Worcester Journal.*

"This is a simple and useful summary of the provisions of the present statutes on this subject, with orders and forms for practical application."—*Standard.*

"It contains clear statements and explanations which will enable any farmer or landowner to understand precisely what are the conditions at present existing as to compensation for improvements by law and by custom of the country."—*Chamber of Agriculture Journal.*

"Mr. Bund's book is a useful work for land agents, and is especially interesting when treating of the customs in various localities."—*Estates Gazette.*

"The book is, on the whole, a very useful one, its author having wisely kept it clear of needless technicalities, as he intends it not for lawyers but for laymen, that is, for landowners, farmers, land stewards and the like. All who have any interest in landed property may read it to advantage."—*Land and Water.*

"We hope that this little book may realize the anticipations of its author, and be of service to the classes for whose use it has been specially designed."—*The Field.*

"Mr. Willis Bund has compressed into a simple and convenient form, the information needful for understanding the bearing of the Agricultural Holdings Act on the law of compensation for unexhausted improvements."—*Saturday Review.*

"Mr. Bund has made plain to all ordinary understandings the whole bearing, interpretation and effect of the new law. All who are interested, on either side, should become possessed of this most lucid and valuable treatise."—*Worcester Chronicle.*

"This is a popular exposition of the Agricultural Holdings Act of last session, and will be valuable to those interested in this important matter. We may congratulate Mr. Bund on having laid the law down very clearly to the lay mind."—*Gardeners' Chronicle.*

## Higgins's Digest of Patent Cases.

8vo., 21*s.* cloth.

A DIGEST of the REPORTED CASES relating to the Law and Practice of LETTERS PATENT for INVENTIONS, decided from the passing of the Statute of Monopolies to the present time. By CLEMENT HIGGINS, M.A., F.C.S., of the Inner Temple, Barrister at Law.

"Mr. Higgins tells us in his preface that no opinion is expressed upon the cases digested, and no attempt is made to reconcile conflicting decisions. Such an attempt would have failed, and have been out of place in a digest. Mr. Higgins's work will be useful as a work of reference. Upwards of 700 cases are digested: and, besides a table of contents, there is a full index to the subject matter; and that index, which greatly enhances the value of the book, must have cost the author much time, labour and thought."—*Law Journal.*

"'This is essentially,' says Mr. Higgins in his preface, 'a book of reference.' It remains to be added whether the compilation is reliable and exhaustive. It is only fair to say that we think it is; and we will add, that the arrangement of subject matter (chronological under each heading, the date, and double or even treble references being appended to every decision), and the neat and carefully executed index (which is decidedly above the average) are such as no reader of 'essentially a book of reference' could quarrel with."—*Solicitors' Journal.*

"On the whole Mr. Higgins's work has been well accomplished. It has ably fulfilled its object by supplying a reliable and authentic summary of the reputed patent law cases decided in English courts of law and equity, while presenting a complete history of legal doctrine on the points of law and practice relating to its subject."—*Irish Law Times.*

"Mr. Higgins has, with wonderful and accurate research, produced a work which is much needed, since we have no collection of patent cases which does not terminate years ago. There is not any branch of the law in which analysis is so likely to prove the safe mode of exposition as the patent law. The work is well arranged, and gives brief, though comprehensive, statements of the various cases decided. We consider, too, if an inventor furnishes himself with this Digest and a little treatise on the law of patents, he will be able to be as much his own patent lawyer as it is safe to be."—*Scientific and Literary Review.*

"Mr. Higgins's object has been to supply a reliable and exhaustive summary of the reported patent cases decided in English courts of law and equity, and this object he appears to have attained. The classification is excellent, being, as Mr. Higgins very truly remarks, that which naturally suggests itself from the practical working of patent law rights. The lucid style in which Mr. Higgins has written his Digest will not fail to recommend it to all who may consult his book; and the very copious index, together with the table of cases, will render the work especially valuable to professional men."—*Mining Journal.*

"The appearance of Mr. Higgins's Digest is exceedingly opportune. The plan of the work is definite and simple. We consider that Mr. Higgins, in the production of this work, has met a long felt demand. Not merely the legal profession and patent agents, but patentees, actual or intending inventors, manufacturers and their scientific advisers, will find the Digest an invaluable book of reference."—*Chemical News.*

"The arrangement and condensation of the main principles and facts of the cases here digested render the work invaluable in the way of reference."—*Standard.*

"The work constitutes a step in the right direction, and is likely to prove of much service as a guide, a by no means immaterial point in its favour being that it includes a number of comparatively recent cases."—*Engineer.*

"Mr. Higgins has given us, in a very natural and convenient order, the recorded decisions of the courts of law and equity in every branch of this great and difficult subject. From these decisions the state of the law upon any point connected with patents may be deduced. In fine, we must pronounce the book as invaluable to all whom it may concern."—*Quarterly Journal of Science.*

## Baylis's Law of Domestic Servants.—By Monckton.

Foolscap 8vo., 2*s.* cloth.

THE RIGHTS, DUTIES and RELATIONS of DOMESTIC SERVANTS and their MASTERS AND MISTRESSES. With a short Account of the Servants' Institutions, &c. and their advantages. By T. HENRY BAYLIS, M.A., of Brasenose College, Oxford, Barrister at Law of the Inner Temple. Fourth Edition, with considerable Additions, by EDWARD P. MONCKTON, Esq., B.A., of Trinity College, Cambridge, Barrister at Law of the Inner Temple.

"An excellent manual of the subject of which it treats."—*Law Times.*

"This little work thoroughly deserves the success it has gained. It contains in a small compass the law on the important subject to which it relates. This volume will be found a convenient handbook to the leading authorities on the subject."—*Solicitors' Journal.*

## Davis's County Courts Practice and Evidence.

Fifth Edition. 8vo., 38*s.* cloth.

THE PRACTICE AND EVIDENCE IN ACTIONS IN THE COUNTY COURTS. By JAMES EDWARD DAVIS, of the Middle Temple, Esq., Barrister at Law. Fifth Edition.

*** *This is the only work on the County Courts which gives Forms of Plaints and treats fully of the Law and Evidence in Actions and other Proceedings in these Courts.*

"We are glad to learn that Mr. Davis's work has been favourably received. The recent decisions have been important and required noting up. This has been Mr. Davis's task in the edition before us; we recently had occasion to cite his reading of Horsenail *v.* Brace on the subject of imprisonment for debt, and that is a good specimen of the annotations in the last edition. We believe Mr. Davis's is the best and newest work on County Court Practice."—*Law Times.*

"Mr. Davis's works are all conspicuous for clearness and accuracy. He has been called upon to publish a fifth edition of his County Courts by reason of the sale of the former one. This is a practical test of the utility of the work, which is of more value than any theoretical criticism. The Index, List of Cases and of Statutes are most complete and elaborate, and every assistance in the way of distinctness and variety of type is given to the reader. The present edition will fully sustain the well-earned reputation of the work. The excellence of the work consists in the very marvellous amount which it does include. The Indices show that more than 3,000 cases are quoted in it, and about 1,000 sections of statutes. About 200 forms are also given."—*Solicitors' Journal.*

"Upon looking into this fifth edition we find that the author has carefully noted and incorporated all the recent decisions of the Courts of Westminster on matters directly and indirectly affecting the County Courts. Some idea of the magnitude of Mr. Davis's labours may be formed from the fact that his List of Cases cited fills thirty-one pages of two columns each. There is an excellent Index to the book and a Table of Statutes, Rules and Forms arranged on a novel and very skilful plan. It is hardly necessary for us to sum up in favour of a book which is so popular that the several editions of it pass rapidly out of print. All we need say is, that the verdict of the purchasing public has our entire approbation."—*Law Journal.*

*Davis's Supplement to County Court Practice.*

## County Court Rules and Acts of 1875 and 1876.

Now ready, uniform with the above, 8vo., 16*s.* cloth.

THE COUNTY COURT RULES, 1875 and 1876, with Forms and Scales of Costs and Fees; together with the County Courts Act, 1875, the Agricultural Holdings Act, 1875, and the Provisions of the Friendly Societies Act, 1875, and of other recent Statutes affecting the Jurisdiction of the County Courts. Forming a SUPPLEMENT to DAVIS'S COUNTY COURT PRACTICE AND EVIDENCE, as also to the same author's Practice in Equity, Bankruptcy, &c.

*** *This work contains the important County Court Rules of* 1876, *affecting Costs and other matters taking effect from the 3rd April,* 1876; *and has been so arranged as to render it complete in itself, and being also furnished with a complete amalgamated Index, as well as references to Davis's Practice in the County Courts, 2 vols., it brings down the last published edition of that work to the present time.*

## Davis's Equity, Bankruptcy, &c. in the County Courts.

8vo. 18*s.* cloth.

The JURISDICTION and PRACTICE of the COUNTY COURTS in EQUITY, ADMIRALTY, PROBATE and ADMINISTRATION CASES, and in BANKRUPTCY. By J. E. DAVIS, of the Middle Temple, Esq., Barrister at Law.

*** *This work, although issued separately, forms a Supplementary or Second Volume to Davis's County Courts Practice and Evidence in Actions.*

## Fulton's Manual of Constitutional History.

Post 8vo., 7*s.* 6*d.* cloth.

A MANUAL OF CONSTITUTIONAL HISTORY, founded upon the Works of Hallam, Creasy, May and Broom, comprising all the fundamental principles and the leading cases in Constitutional Law. By FORREST FULTON, LL.B., B.A., University of London, and of the Middle Temple, Esq., Barrister-at-Law.

"Copious use has been made by Mr. Fulton of all the leading authorities on the subject, and he writes clearly and intelligibly. There is a full and carefully prepared index."—*Law Times.*

"We can fairly say the book is well done, and the object of aiding the student in his first entry on the wide field of Constitutional Law and History is attained."—*The Law.*

"Mr. Fulton appears to have taken great pains to make it thoroughly useful and reliable."—*Civil Service Gazette.*

"For practical information and for student's purposes Mr. Fulton's is by far the best Manual of Constitutional History with which we are acquainted."—*Irish Law Times.*

"So far as it goes, it is not without merit. The former part is written with care and clearness. Notwithstanding defects, we think Mr. Fulton's a fairly good elementary manual."—*Solicitors' Journal.*

"The general reader will be much pleased with the chapters on the privileges of parliament."—*Standard.*

"A good reference book, as well as a book that ought to be read in the first instance straight through."—*John Bull.*

"The author has spared no pains, and has succeeded in the somewhat difficult task of presenting the results of a wide range of reading in a well-digested form. Mr. Fulton may be congratulated upon the very successful accomplishment of a by no means easy task: his book supplies a felt want."—*Public Opinion.*

"Mr. Fulton has compiled a Manual of Constitutional History to aid beginners in their studies: the extracts he has given from his authorities appear to be well chosen."—*Daily News.*

"It is useless for an ordinary student simply to read a ponderous work on the Constitution, unless at the same time he is able to assimilate its results. Mr. Fulton has recognized this difficulty, and the result is the truly admirable little manual to which we call the attention of our readers."—*Canadian News.*

## Collier's Law of Contributories.

Post 8vo., 9*s.* cloth.

A TREATISE ON THE LAW OF CONTRIBUTORIES in the Winding-up of Joint Stock Companies. By ROBERT COLLIER, of the Inner Temple, Esq., Barrister at Law.

"Mr. Collier has collected with praiseworthy industry the cases relating to the subject of his work, and he has arranged them with considerable skill. Mr. Collier's general arrangement appears to have been carefully devised, and is probably as neat as the nature of the subject admits of. It is impossible after a perusal of the book to doubt that the author has honestly studied the subject, and has not contented himself with the practice of piecing together head notes from reports."—*Solicitors' Journal.*

"We invite the attention of the profession to its merits as a collection and Digest of the Cases relating to the liability of persons to be made contributories. Mr. Collier has not shrunk from pointing out his views as to the reconcilability of apparently conflicting decisions or as to many points on which the law is still unsettled; without making any quotations for the purpose of illustrating the above remarks, we think we are justified in commending this treatise to the favourable consideration of the profession."—*Law Journal.*

"In these days of unlimited speculation the legal position of contributories must be a matter of personal interest to a great many people; and Mr. Robert Collier's treatise on the subject deserves attention beyond the limits of his profession. The chapter showing the modes in which liability may be incurred is full of instructive warning." — *Saturday Review.*

"This work he has done very thoroughly, and the scope of the treatise is far wider than the author has laid down in his preface. There is probably no branch of the law of contracts more difficult and intricate than this of contribution, and the cases quoted by Mr. Collier are treated with great discrimination, so that the book enables a man who has not made the subject a matter of special study to advise with comparatively small trouble to himself. This is the advantage of writers devoting themselves to what we may call the byeways of the law—a dangerous track for the weakly, the infirm, or the unaccustomed, but light and easy enough with such a guide as Mr. Collier. Laymen may also learn from the work the exact liability which they incur before entering into contracts, and thus avoid the chance of ruin."—*Irish Law Times.*

"The work is clearly and vigorously written, and Mr. Collier has managed to put a great deal of information into a small space. The book will be found to be a useful addition to the list of treatises on a branch of the law which has grown immensely since 1862.—*Athenæum.*

"Mr. Collier has carried out his intention, and has produced a work of great utility."—*The Law.*

"The perplexity of the laws relating to personal liability, naturally suggests a collection of precedents and cases which may be considered settled, and of direct application to the generality of cases; and this the author appears to have done with success, as far as we can judge of the merit of the work."—*Standard.*

"This is a valuable legal work, which should be in the hands of all speculators in the formation of new ventures in the shape of joint stock companies and associations. It is important that such persons should know the exact position they assume, in a legal point of view, and this they will be enabled to do by a perusal of this work, written by a barrister of some repute."—*Bullionist.*

## Sir T. Erskine May's Parliamentary Practice.—7th Edit.

One very thick volume 8vo., 40*s.* cloth.

A TREATISE on the LAW, PRIVILEGES, PROCEEDINGS and USAGE of PARLIAMENT. By Sir THOMAS ERSKINE MAY, D.C.L., K.C.B., Clerk of the House of Commons and Bencher of the Middle Temple. Seventh Edition, Revised and Enlarged.

CONTENTS:—Book I. Constitution, Powers and Privileges of Parliament.—Book II. Practice and Proceedings in Parliament.—Book III. The Manner of Passing Private Bills, with the Standing Orders in both Houses, and the most recent Precedents.

"A work, which has risen from the position of a text book into that of an authority, would seem to a considerable extent to have passed out of the range of criticism. It is quite unnecessary to point out the excellent arrangement, accuracy and completeness which long ago rendered Sir T. E. May's treatise the standard work on the law of Parliament. Not only are points of Parliamentary law discussed or decided since the publication of the last edition duly noticed in their places, but the matter thus added is well digested, tersely presented and carefully interwoven with the text."—*Solicitors Journal.*

"Fifty pages of new matter have been added by Sir Thomas May in his seventh edition, thus comprising every alteration in the law and practice of Parliament, and all material precedents relating to public and private business since the publication of the sixth edition. We need make no comment upon the value of the work. It is an accepted authority and is undeniably the law of Parliament. It has been brought up to the latest date, and should be in the hands of every one engaged in Parliamentary life, whether as a lawyer or as a senator."—*Law Times.*

## Underhill's Law of Torts or Wrongs.

Post 8vo., 6*s.* cloth.

A SUMMARY OF THE LAW OF TORTS OR WRONGS INDEPENDENT OF CONTRACT, for the use of Students and Practitioners. By ARTHUR UNDERHILL, B.A., of Lincoln's Inn, Esq., Barrister at Law.

"Mr. Underhill states that his chief aim has been to write for the student, but many who have passed their pupilage and are now enjoying the advantages of considerable practice, may consult these pages with advantage. Mr. Underhill places before his readers broad principles or rules of law, which he illustrates by cases falling under them, so that they are placed before the mind in a manner most impressive. Exceptions are not omitted, and the rules are, when necessary, elucidated by sub-rules. The plan is a good one, and has been honestly carried out, and a good index facilitates reference."—*Justice of the Peace.*

"Mr. Underhill's ability in making a clear digest of the subject treated of in this volume is conspicuous. Many works would have to be consulted for the information here concisely given, so that practitioners as well as students will find it useful."—*News of the World.*

"Mr. Underhill, in his work, gives us an example of how clearly and concisely so difficult and intricate a branch of Law as that of Torts can be set out. He has compressed into a small work a vast amount of information, and his book is so clearly written that it is easily comprehensible. To the Law Student, for whom it is more particularly written, it may be recommended both for its simplicity and accuracy."—*Morning Advertiser.*

"We strongly recommend the manual to students of both branches of the profession."—*Preliminary Examination Journal.*

"A work which will, we think, be found instructive to the beginner, and a useful handy-book for the practitioner in Local Courts."—*Public Opinion.*

"He has set forth the elements of the law with clearness and accuracy. The little work of Mr. Underhill is inexpensive, and may be generally relied on."—*Law Times.*

"A handybook of the law affecting wrongs independent of contract."—*The Echo.*

"Mr. Underhill has here supplied a want long felt in legal treatises, and has entirely, by the present excellent volume, superseded the antiquated work of Mr. Addison, which was totally unfit for practical purposes."—*Standard.*

"This is a very useful little book on the law of Torts. The book is intended for the student who desires to have principles before entering into particulars, and we know no book on the subject so well adapted for the purpose."—*Law Examination Reporter.*

## Kelly's Conveyancing Draftsman.

Post 8vo., 6*s.* cloth.

THE DRAFTSMAN: containing a Collection of Concise Precedents and Forms in Conveyancing; with Introductory Observations and Practical Notes. By JAMES HENRY KELLY.

"This is a thoroughly practical book, designed for the solicitor and the student. Mr. Kelly has rightly conceived the duties of a conveyancer; and his short introductory recommendations should be attentively considered by all who are anxious to become safe draftsmen. The author gives a few forms under each heading, confining himself to such as are likely to be of everyday use in the office. This volume ought to be popular, as it combines law and practice."—*Law Times.*

"Mr. Kelly's object is to give a few precedents of each of those instruments which are most commonly required in a solicitor's office, and for which precedents are not always to be met with in the ordinary books on conveyancing. The idea is a good one, and the precedents contained in the book are, generally speaking, of the character contemplated by the author's design. We have been favourably impressed with a perusal of several of the precedents in this book; and practitioners who have already adopted forms of their own will probably find it advantageous to collate them with those given by Mr. Kelly. Each set of precedents is prefaced by a few terse and practical observations."—*Solicitors' Journal*

"Such statements of law and facts as are contained in the work are accurate."—*Law Journal.*

"It contains matter not found in the more ambitious works on conveyancing, and we venture to think that the student will find it a useful supplement to his reading on the subject of conveyancing."—*Law Examination Journal.*

## Bainbridge's Law of Mines and Minerals.—3rd Edit.

8vo., 30*s.* cloth.

**A TREATISE on the LAW of MINES and MINERALS.** By WILLIAM BAINBRIDGE, Esq., F.G.S., of the Inner Temple, Barrister at Law. Third Edition, carefully revised, and much enlarged by additional matter relating to manorial rights—rights of way and water and other mining easements—the sale of mines and shares—the construction of leases—cost book and general partnerships—injuries from undermining and inundations—barriers and working out of bounds. With an Appendix of Forms and Customs and a Glossary of English Mining Terms.

"When a work has reached three editions, criticism as to its practical value is superfluous. We believe that this work was the first published in England on the special subject of mining law—others have since been published—but we see no reason in looking at the volume before us to believe that it has yet been superseded."—*Law Magazine.*

"Mr. Bainbridge was we believe the first to collect and publish, in a separate treatise, the Law of Mines and Minerals, and the work was so well done that his volume at once took its place in the law library as the text book on the subject to which it was devoted. This work must be already familiar to all readers whose practice brings them in any manner in connection with mines or mining, and they well know its value. We can only say of this new edition that it is in all respects worthy of its predecessors."—*Law Times.*

"It would be entirely superfluous to attempt a general review of a work which has for so long a period occupied the position of the standard work on this important subject. Those only who, by the nature of their practice, have learned to lean upon Mr. Bainbridge as on a solid staff, can appreciate the deep research, the admirable method, and the graceful style of this model treatise."—*Law Journal.*

## Shelford's Companies.—2nd Edit. by Pitcairn and Latham.

8vo., 21*s.* cloth.

**SHELFORD'S LAW OF JOINT STOCK COMPANIES;** containing a Digest of the Case Law on that subject; the Companies Acts, 1862, 1867, and other Acts relating to Joint Stock Companies; the Orders made under those Acts to regulate Proceedings in the Court of Chancery and County Courts, and Notes of all Cases interpreting the above Acts and Orders. Second Edition, much enlarged, and bringing the Statutes and Cases down to the date of publication. By DAVID PITCAIRN, M.A., Fellow of Magdalen College, Oxford, and of Lincoln's Inn, Barrister at Law; and FRANCIS LAW LATHAM, B.A., Oxon, of the Inner Temple, Barrister-at-Law, author of "A Treatise on the Law of Window Lights."

"We may at once state that, in our opinion, the merits of the work are very great, and we confidently expect that it will be at least for the present the standard manual of joint stock company law. That great learning and research have been expended by Mr. Pitcairn no one can doubt who reads only a few pages of the book; the result of each case which has any bearing upon the subject under discussion is very lucidly and accurately stated. We heartily congratulate him on the appearance of this work, for which we anticipate a great success. There is hardly any portion of the law at the present day so important as that which relates to joint stock companies, and that this work will be the standard authority on the subject we have not the shadow of a doubt."—*Law Journal.*

"After a careful examination of this work we are bound to say that we know of no other which surpasses it in two all-important attributes of a law book: first, a clear conception on the part of the author of what he intends to do and how he intends to treat his subject; and secondly, a consistent, laborious and intelligent adherence to his proposed order and method. All decisions are noted and epitomised in their proper places, the practice-decisions in the notes to Acts and Rules, and the remainder in the introductory account or digest. In the digest Mr. Pitcairn goes into everything with original research, and nothing seems to escape him. It is enough for us that Mr. Pitcairn's performance is able and exhaustive. Nothing is omitted, and everything is noted at the proper place. In conclusion we have great pleasure in recommending this edition to the practitioner. Whoever possesses it, and keeps it noted up, will be armed on all parts and points of the law of joint stock companies."—*Solicitors' Journal.*

"Although nominally a second edition of Mr. Shelford's treatise, it is in reality an original work, the form and arrangement adopted by Mr. Shelford have been changed and, we think, improved by Mr. Pitcairn. A full and accurate index also adds to the value of the work, the merits of which, we can have no doubt, will be fully recognized by the profession."—*Law Magazine.*

"This book has always been the *vade mecum* on company law, and will, apparently, long continue to occupy that position. It is perhaps even more useful to the legal practitioner than to the man of business, but still it is the best source of information to which the latter can go."—*Financier and Money Market Review.*

## Trower's Prevalence of Equity.

Just published, 8vo., 5*s.* cloth.

A MANUAL OF THE PREVALENCE OF EQUITY under Section 25 of the Judicature Act, 1873, amended by the Judicature Act, 1875. By CHARLES FRANCIS TROWER, Esq., M.A., of the Inner Temple, Barrister at Law, late Fellow of Exeter College, and Vinerian Law Scholar, Oxford; Author of "The Law of Debtor and Creditor," "The Law of the Building of Churches and Divisions of Parishes," &c.

## Fawcett's Law of Landlord and Tenant.

8vo., 14*s.* cloth.

A COMPENDIUM of the LAW of LANDLORD and TENANT. By WILLIAM MITCHELL FAWCETT, of Lincoln's Inn, Esq., Barrister at Law.

"It never wanders from the point, and being intended not for students of the law, but for lessors and lessees and their immediate advisers, wisely avoids historical disquisitions, and uses language as untechnical as the subject admits. It may safely be assumed to contain information on all the ordinary questions which either contracting party may require to be answered."—*Law Journal.*

"The author has succeeded in compressing the whole of his subject within the reasonable compass of 373 pages. It may roughly be said of Mr. Fawcett's work, that it is statutory throughout, in accordance with the predominant character of the law at the present day; and Mr. Fawcett takes advantage of this characteristic of modern law to impart to his compendium a degree of *authenticity* which greatly enhances its value as a convenient medium of reference, for he has stated the law in the very words of the authorities. We have discovered plain utility to be the aim and end of Mr. Fawcett's treatise."—*Law Magazine.*

"The amount of information compressed into the book is very large. The plan of the book is extremely good, and the arrangement adopted has enabled the author to put together in one place the whole law on any particular branch of the subject, and to avoid repetitions. Thus not only is it easy to find what the author has to say on any particular point, but when we have found a reference to it in one place, we may be satisfied that we have found all the book contains upon the point. In this respect, though probably from its smaller size it must contain less information than Woodfall, it will be found far more convenient for ordinary use than that treatise."—*Solicitors' Journal.*

"He contents himself with a plain statement of the existing law, prudently omitting all matters of merely historical interest and topics collateral to the special subjects. Above all, it has been his purpose to state the law in the language of the authorities, presenting the principles enunciated in the very words of the judges. Another excellent feature is a concise summary of the effect of each enactment in the marginal notes. It will be seen from this that the book is thoroughly practical, and, as such, will doubtless find a favorable reception from the profession."—*Law Times.*

## Grant's Bankers and Banking Companies.—Third Edit. By R. A. Fisher.

8vo., 28*s.* cloth.

GRANT'S TREATISE ON THE LAW RELATING TO BANKERS AND BANKING COMPANIES. Third Edition. With an Appendix of the Statutes. By R. A. FISHER, Esq., Judge of County Courts.

"Eight years sufficed to exhaust the second edition of this valuable and standard work, we need only now notice the improvements which have been made. We have once more looked through the work, and recognize in it the sterling merits which have acquired for it the high position which it holds in standard legal literature. Mr. Fisher has annotated all the recent cases."—*Law Times.*

"Prior to the publication of Mr. Grant's work on this subject, no treatise containing the required information existed; and, since its appearance, such important alterations respecting banks and bankers have been introduced, that the work needed in many parts entire reconstruction and arrangement. The last two editions have been entrusted to the care of the gentleman whose name is attached to the work. Mr. Fisher's name is in itself a guarantee that his duties of editor have been ably and conscientiously performed. In this respect we can assure those interested in the subject of this book, that they will in no respect be disappointed; obsolete and immaterial matter has been eliminated, and the present edition presents the existing law of bankers and banking companies as it at present exists."—*Justice of the Peace.*

"It is eight years since Mr. Fisher published the second edition of this practical book, and it now appears again re-edited by the same hand. Its steady sale shows that the public for whom it is written have recognized the kindness that was meant them, and makes a more elaborate recommendation superfluous. We must add, however, that the additions to the work, and the alterations in it which Mr. Fisher has made, are, as far as we can judge, real improvements, and that he has not failed to follow out the recent cases. The book used with care will no doubt be of great practical service to bankers and their legal advisers."—*Solicitors' Journal.*

## De Colyar's Law of Guarantees.

8vo., 14*s.* cloth.

A TREATISE ON THE LAW OF GUARANTEES AND OF PRINCIPAL AND SURETY. By HENRY A. DE COLYAR, of the Middle Temple, Esq., Barrister at Law.

"He has so treated the subject that, after careful examination, we are constrained to commend his book alike for its fulness and for its brevity. The result is a volume every practitioner should place upon his shelves, and which he cannot consult without advantage when settling a form or giving an opinion upon questions between guarantor and guarantee. Mr. Colyar's work contains internal evidence that he is quite at home with his subject. His book has the great merit of thoroughness. Hence its present value, and hence we venture to predict will be its enduring reputation."—*Law Times.*

"The whole work displays great care in its production; it is clear in its statements of the law, and the result of the many authorities collected is stated with an intelligent appreciation of the subject in hand."—*Justice of the Peace.*

"This book has been compiled with very considerable care and pains, and we must speak highly of the praiseworthy diligence and assiduity with which the author has endeavoured to reason out the subject. This treatise will prove useful as a manual on a subject not hitherto fully treated of."—*Solicitors' Journal.*

"The volume before us is a very clear and trustworthy statement of the present bearing and scope of the law on all such questions."—*Standard.*

## Nasmith's Institutes.

Post 8vo., 12*s.* cloth.

THE INSTITUTES of ENGLISH PUBLIC LAW, embracing an Outline of General Jurisprudence, the Development of the British Constitution, Public International Law, and the Public Municipal Law of England. By DAVID NASMITH, Esq., LL.B., of the Middle Temple, Barrister at Law, Author of "The Chronometrical Chart of the History of England," &c.; Joint Translator of Ortolan's "History of Roman Law."

"We believe the plan of the book is the right one. We have only to add that we know of no book which, in our opinion, might more fitly, or perhaps so fitly, be placed in the hands of a beginner in the study of law."—*Law Magazine.*

2 vols. or books, post 8vo., 21*s.* cloth.

THE INSTITUTES of ENGLISH PRIVATE LAW, embracing an Outline of the Substantive Branch of the Law of Persons and Things. Adapted to the New Procedure. By DAVID NASMITH, LL.B., of the Middle Temple, Barrister at Law, Author of "Institutes of English Public Law," &c., &c.

"The author has most advisedly kept the body of his work as far as possible free from legal history, which would have only encumbered an elementary book of this kind, and would in fact have spoiled that simplicity of detail which is the salient point of Mr. Nasmith's Institutes. . . . . The book is thoroughly worked out, so as to be of the utmost service in every respect to the reader. . . . . We can confidently recommend this hand book to the public at large."—*Law Journal.*

"In his account of tenures, titles and estates Mr. Nasmith is particularly happy, and we think his second volume, treating of things, is, for its size, more complete and clear in its exposition of the law of property than any manual with which we are acquainted. The plan and execution of the work in its material and essential parts are excellent."—*Irish Law Times.*

"These volumes must be judged as a purely elementary treatise, and from this point of view the author is to be congratulated on his success in condensing his subject into such narrow limits without being obscure and without, as far as we can judge, making any very serious omissions."—*Public Opinion.*

"It embraces within little space a description of the several branches of our jurisprudence into which the writer has found it advisable to divide it. The great feature of the work is its systematic order; it crushes the subject into shape, and covers it with a coating of technical description quite suitable for the digestion of students accustomed to legal terms."—*Economist.*

"Great credit is due to him for the painstaking care with which he has prepared the volumes before us. As a scientific text-book it well deserves the attention of the student."—*The Scotsman.*

"This book will be like its predecessor, not only a great boon to the student of law, but will also assist the reading of all who desire to add some acquaintance with English law to their stock of general information."—*The Record.*

"Mr. Nasmith's 'Institutes of Private Law' is a very careful and popular compilation."—*Daily News.*

"In these volumes, dedicated to the Lord Chancellor, Mr. Nasmith gives an elementary, though detailed, exposition of the substantive branch of English private law, the subject being divided into two books, which treat respectively of the law of persons and the law of things. Altogether the treatise is a capital one."—*Standard.*

## Drewry's Forms of Claims and Defences.

Just ready, post 8vo., cloth.

FORMS of CLAIMS and DEFENCES in CASES intended for the CHANCERY DIVISION of the HIGH COURT OF JUSTICE. With Notes containing an Outline of the Law relating to each of the subjects treated of. By C. STEWART DREWRY, of the Inner Temple, Esq., Barrister at Law, Author of a Treatise on Injunctions and of Reports of Cases in Equity, temp. Kindersley, V.-C., and other works.

## Hunter's Suit in Equity.—Sixth Edition.

Post 8vo., 12*s.* cloth.

AN ELEMENTARY VIEW of the PROCEEDINGS in a SUIT in EQUITY. With an Appendix of Forms. By SYLVESTER J. HUNTER, B.A., of Lincoln's Inn, Barrister at Law. Sixth Edition. By G. W. LAWRANCE, M.A., of Lincoln's Inn, Barrister at Law.

## Hunt's Boundaries, Fences and Foreshores.—2nd Edit.

Post 8vo., 12*s.* cloth.

A TREATISE on the LAW relating to BOUNDARIES and FENCES and to the Rights of Property on the Sea Shore and in the Beds of Public Rivers and other Waters. Second Edition. By ARTHUR JOSEPH HUNT, Esq., of the Inner Temple, Barrister at Law.

"It speaks well for this book that it has so soon passed into a second edition. That its utility has been appreciated is shown by its success. Mr. Hunt has availed himself of the opportunity of a second edition to note up all the cases to this time, and to extend considerably some of the chapters, especially that which treats of rights of property on the sea shore and the subjects of sea walls and commissions of sewers."—*Law Times.*

"There are few more fertile sources of litigation than those dealt with in Mr. Hunt's valuable book. It is sufficient here to say that the volume ought to have a larger circulation than ordinarily belongs to law books, that it ought to be found in every country gentleman's library, that the cases are brought down to the latest date, and that it is carefully prepared, clearly written, and well edited."—*Law Magazine.*

"Mr. Hunt chose a good subject for a separate treatise on Boundaries and Fences and Rights to the Seashore, and we are not surprised to find that a second edition of his book has been called for. The present edition contains much new matter. The chapter especially which treats on rights of property on the seashore, has been greatly extended. Additions have been also made to the chapters relating to the fencing of the property of mine owners and railway companies. All the cases which have been decided since the work first appeared have been introduced in their proper places. Thus it will be seen this new edition has a considerably enhanced value."—*Solicitors' Journal.*

## Ortolan's Roman Law, translated by Prichard & Nasmith.

8vo., 28*s.* cloth.

THE HISTORY of ROMAN LAW, from the Text of Ortolan's Histoire de la Législation Romaine et Généralisation du Droit (Edition of 1870). Translated, with the Author's permission, and Supplemented by a Chronometrical Chart of Roman History. By ILTUDUS T. PRICHARD, Esq., F.S.S., and DAVID NASMITH, LL.B., Barristers at Law.

"We know of no work, which, in our opinion, exhibits so perfect a model of what a text-book ought to be. Of the translation before us, it is enough to say, that it is a faithful representation of the original."—*Law Magazine.*

"This translation, from its great merit, deserves a warm reception from all who desire to be acquainted with the history and elements of Roman law, or have its interests as a necessary part of sound legal education at heart. With regard to that great work it is enough to say, that English writers have been continually in the habit of doing piecemeal what Messrs. Prichard and Nasmith have done wholesale. Hitherto we have had but gold-dust from the mine; now we are fortunate in obtaining a nugget. Mr. Nasmith is already known as the designer of a chart of the history of England, which has been generally approved, and bids fairly for extensive adoption."—*Law Journal.*

"We are extremely glad to welcome the appearance of a translation of any of the works of M. Ortolan, and the history and generalization of Roman law, which are now presented to us in English, are perhaps the most useful books that could be offered at the present time to students of the Roman law. The utility of Roman law, as an instrument of legal education, is now generally admitted. The English of the book is unusually free from foreign idioms which so often disfigure translations. The book itself we strongly recommend to all who are interested in Roman law, jurisprudence or history, and who are not sufficiently familiar with French, to be able to read the original with ease."—*Solicitors' Journal.*

## Rouse's Conveyancer.—3rd Edit. with Supplement.

Two vols. 8vo., 30*s.* cloth.

The PRACTICAL CONVEYANCER, giving, in a mode combining facility of reference with general utility, upwards of Four Hundred Precedents of Conveyances, Mortgages and Leases, Settlements, and Miscellaneous Forms, with (not in previous editions) the Law and numerous Outline Forms and Clauses of WILLS and Abstracts of Statutes affecting Real Property, Conveyancing Memoranda, &c. By ROLLA ROUSE, Esq., of the Middle Temple, Barrister at Law, Author of "The Practical Man," &c. Third Edition, greatly enlarged. With a Supplement, giving Abstracts of the Statutory Provisions affecting the Practice in Conveyancing; and the requisite Alterations in Forms, with some new Forms; and including a full Abstract in numbered Clauses of the Stamp Act, 1870.

THE SUPPLEMENT *separately, price* 1*s.* 6*d. sewed.*

"The best test of the value of a book written professedly for practical men is the practical one of the number of editions through which it passes. The fact that this well-known work has now reached its third shows that it is considered by those for whose convenience it was written to fulfil its purpose well."—*Law Magazine.*

"This is the third edition in ten years, a proof that practitioners have used and approved the precedents collected by Mr. Rouse. In this edition, which is greatly enlarged, he has for the first time introduced Precedents of Wills, extending to no less than 116 pages. We can accord unmingled praise to the conveyancing memoranda showing the practical effect of the various statutory provisions in the different parts of a deed. If the two preceding editions have been so well received, the welcome given to this one by the profession will be heartier still."—*Law Times.*

"So far as a careful perusal of Mr. Rouse's book enables us to judge of its merits, we think that as a collection of precedents of general utility in cases of common occurrence it will be found satisfactorily to stand the application of the test. The draftsman will find in the Practical Conveyancer precedents appropriate to all instruments of common occurrence, and the collection appears to be especially well supplied with those which relate to copyhold estates. In order to avoid useless repetition and also to make the precedents as simple as possible, Mr. Rouse has sketched out a number of outline drafts so as to present to the reader a sort of bird's-eye view of each instrument and show him its form at a glance. Each paragraph in these outline forms refers, by distinguishing letters and numbers, to the clauses in full required to be inserted in the respective parts of the instrument, and which are given in a subsequent part of the work, and thus every precedent in outline is made of itself an index to the clauses which are necessary to complete the draft. In order still further to simplify the arrangement of the work, the author has adopted a plan (which seems to us fully to answer its purpose) of giving the variations which may occur in any instrument according to the natural order of its different parts."—*Law Journal.*

"That the work has found favor is proved by the fact of our now having to review a third edition. This method of skeleton precedents appears to us to be attended with important advantages. To clerks and other young hands a course of conveyancing under Mr. Rouse's auspices is, we think, calculated to prove very instructive. To the solicitor, especially the country practitioner, who has often to set his clerks to work upon drafts of no particular difficulty to the experienced practitioner, but upon which they the said clerks are not to be quite trusted alone, we think to such gentlemen Mr. Rouse's collection of Precedents is calculated to prove extremely serviceable. We repeat, in conclusion, that solicitors, especially those practising in the country, will find this a useful work."—*Solicitors' Journal.*

## Brabrook's Co-operative and Provident Societies.

12mo., 6*s.* cloth.

THE LAW relating to INDUSTRIAL and PROVIDENT SOCIETIES, including the Winding-up Clauses, with a Practical Introduction, Notes, and Model Rules, to which are added the Law of France on the same subject, and Remarks on Trades Unions. By EDWARD W. BRABROOK, F.S.A., of Lincoln's Inn, Esq., Barrister at Law, Assistant Registrar of Friendly Societies in England.

"It may be usefully consulted by practitioners desirous of learning something more upon the subject than is to be found in works on partnership and joint stock companies. The book is thoughtfully written, and we recommend it to those who desire to learn something practical about the work which these societies are meant to do and the way in which it is to be done."—*Solicitors' Journal.*

"Mr. Brabrook's little work on these societies is opportune, and the statistics and information contained in it are valuable and interesting. There is a chapter devoted to practical advice, in which are contained many valuable and important hints."—*Law Magazine.*

"Mr. Brabrook brings not merely official knowledge of his legal position as the barrister recently appointed to assist Mr. Tidd Pratt, Registrar of Friendly Societies in England, but the devotion of many years to a practical study of our industrial and provident institutions."—*Post*

"The author speaks with practical experience and authority."—*Observer.*

"The clear exposition made by Mr. Brabrook in this volume supplies all the requisite information, and persons interested in the subject will do well to consult its pages."—*News of the World.*

## Rogers's Judicature Acts, 1873 and 1875.

One vol., demy 8vo., 21*s.* cloth.

(*Dedicated, by permission, to the Lord Chancellor.*)

THE LAW AND PRACTICE OF THE SUPREME COURT OF JUDICATURE. By ARUNDEL ROGERS, Esq., of the Inner Temple, Barrister at Law, Author of "The Law of Mines, Minerals and Quarries."

Just published, price 3*s.* sewed.

*Forming a Supplement to the above.*

## Rogers's Decisions under the Judicature Acts, 1873, 1875.

DECISIONS under the JUDICATURE ACTS, 1873, 1875; together with Additional Orders and Rules; being a Supplement to the Law and Practice of the Supreme Court of Judicature. By ARUNDEL ROGERS, Esq., of the Inner Temple, Barrister at Law.

*** *The original Work, including the Supplement, may be had, price* 21*s. cloth.*

## Bund's Law of Salmon Fisheries.

Post 8vo., 15*s.* cloth.

The LAW relating to the SALMON FISHERIES of ENGLAND and WALES, as amended by the Salmon Fishery Act, 1873, with the Statutes and Cases. By J. W. WILLIS-BUND, M.A., LL.B., of Lincoln's Inn, Esquire, Barrister at Law, Vice Chairman Severn Fishery Board.

"I would wish in this place to express my approval of 'Bund's Law of Salmon Fisheries in England and Wales, with Statutes and Cases.' This work will afford great assistance to those engaged in administering the law, while it affords valuable information on the theory and practice of salmon legislation in general."—*From the Thirteenth Annual Report of Inspector Buckland on Salmon Fisheries*, 1874.

"Mr. Willis-Bund, the draughtsman of the new act, has published an important treatise on the whole of the Salmon Fishery Acts, which has already been accepted as a complete exposition of those statutes." — *From the Thirteenth Annual Report of Inspector Walpole on Salmon Fisheries*, 1874.

"Doubtless all the law will be found between his covers, and we have not been able to detect any erroneous statements. We can recommend the book as a disquisition,—it is conscientiously executed."—*Law Times.*

"Mr. Bund, whose name is so well known to all who take interest in our Salmon fisheries, has lost no time since the passing of the Act of 1873 in bringing out his work on salmon fishery law. That the book, so far as England and Wales are concerned, is a very complete and exhaustive one, no one who knows Mr. Bund's clearness and power of application will doubt. Mr. Bund has done the work excellently well, and nothing further in this way can be desired."—*The Field.*

"This terse and useful summary gives not merely the Salmon Fishery Act of 1873, but the state of the law as left repealed and unaffected by that act, with statutes and cases arising from them. The whole subject is treated exhaustively, and in a manner most satisfactory."—*Standard.*

"There is happily a good and ample index at the end of the volume. By means of this we have tested the author on various difficult points, and we have always found his opinion sound, and his explanations clear and lucid. This volume must of necessity become a hand-book to salmon-fishers in general, and especially to boards of conservators, who will thereby be much assisted in the formation of the new boards of conservators, under the Act of 1873; also the operation of the Acts of 1861 and 1865, as amended by the Act of 1873."—*Land and Water.*

"The author of the work before us has done much to supply the shortcomings of legislation. He has brought to the subject not only a comprehensive knowledge of this branch of the law, but a practical acquaintance with its administration, and the result is a book of considerable merit."—*Public Opinion.*

## Phillips's Law of Lunacy.

Post 8vo., 18*s.* cloth.

THE LAW CONCERNING LUNATICS, IDIOTS and PERSONS of UNSOUND MIND. By CHARLES PALMER PHILLIPS, M.A., of Lincoln's Inn, Esq., Barrister at Law, and one of the Commissioners in Lunacy.

"Mr. C. P. Phillips has in his very complete, elaborate and useful volume presented us with an excellent view of the present law as well as the practice relating to lunacy."—*Law Magazine and Review.*

"The work is one on which the author has evidently bestowed great pains, and which not only bears the mark of great application and research, but which shows a familiarity with the subject."—*Justice of the Peace.*

## Robson's Bankrupt Law.—Third Edition.

Very nearly ready, 8vo., cloth.

A TREATISE ON THE LAW OF BANKRUPTCY; containing a full Exposition of the Principles and Practice of the Law, including the Alterations made by the Bankruptcy Act, 1869. With an Appendix comprising the Statutes, Rules, Orders and Forms. By GEORGE YOUNG ROBSON, Esq., of the Inner Temple, Barrister at Law. Third Edition.

## Coote's Admiralty Practice.—Second Edition.

8vo., 16*s.* cloth.

THE PRACTICE of the HIGH COURT of ADMIRALTY of ENGLAND: also the Practice of the Judicial Committee of Her Majesty's Most Honorable Privy Council in Admiralty Appeals, with Forms and Bills of Costs. By HENRY CHARLES COOTE, F.S.A., one of the Examiners of the High Court of Admiralty, Author of "The Practice of the Court of Probate," &c. Second Edition, almost entirely re-written, with a Supplement giving the *County Courts Jurisdiction and Practice in Admiralty*, the Act of 1868, Rules, Orders, &c.

*** *This work contains every Common Form in use by the Practitioner in Admiralty, as well as every description of Bill of Costs in that Court, a feature possessed by no other work on the Practice in Admiralty.*

## Mr. Justice Lush's Common Law Practice.—Third Edition by Dixon.

2 vols. 8vo., 46*s.* cloth.

LUSH'S PRACTICE of the SUPERIOR COURTS of COMMON LAW at WESTMINSTER, in Actions and Proceedings over which they have a common Jurisdiction: with Introductory Treatises respecting Parties to Actions; Attornies and Town Agents, their Qualifications, Rights, Duties, Privileges and Disabilities; the Mode of Suing, whether in Person or by Attorney in Formâ Pauperis, &c. &c. &c.; and an Appendix, containing the authorized Tables of Costs and Fees, Forms of Proceedings and Writs of Execution. Third Edition. By JOSEPH DIXON, of Lincoln's Inn, Esq., Barrister at Law.

## Dixon's Law of Partnership.

1 vol. 8vo., 22*s.* cloth.

A TREATISE on the LAW of PARTNERSHIP. By JOSEPH DIXON, of Lincoln's Inn, Esq., Barrister at Law. Editor of "Lush's Common Law Practice."

"We imagine that very few questions are likely to come before the practitioner which Mr. Dixon's book will not be found to solve. Having already passed our opinion on the way in which the work is carried out, we have only to add that the value of the book is very materially increased by an excellent marginal summary, and a very copious index."—*Law Magazine and Review.*

"Mr. Dixon has done his work well. The book is carefully and usefully prepared."—*Solicitors' Journal.*

"Mr. Dixon enters into all the conditions of partnerships at common law, and defines the rights of partners among themselves; the rights of the partnership against third persons; the rights of third persons against the partnership; and the rights and liabilities of individuals, not actually partners, but liable to be treated by third persons as partners."—*The Times.*

"We heartily recommend to practitioners and students Mr. Dixon's treatise as the best exposition of the law we have read, for the arrangement is not only artistic, but conciseness has been studied without sacrifice of clearness. He sets forth the principles upon which the law is based as well as the cases by which its application is shown. Hence it is something more than a digest, which too many law books are not: it is really an essay."—*Law Times.*

"He has evidently bestowed upon this book the same conscientious labour and painstaking industry for which we had to compliment him some months since when reviewing his edition of Lush's 'Practice of the Superior Courts of Law,' and, as a result, he has produced a clearly written and well arranged manual upon one of the most important branches of our mercantile law."—*Law Journal.*

## MR. BEDFORD'S STUDENTS' EXAMINATION GUIDES.

### Bedford's Final Examination Guide to Probate and Divorce.

Just published, 8vo., 4*s.* cloth.

THE FINAL EXAMINATION GUIDE to the LAW of PROBATE and DIVORCE: containing a Digest of Final Examination Questions, with the Answers. By E. H. BEDFORD, Solicitor, Temple, Author of the "Final Examination Guide to the Practice of the Supreme Court of Judicature," &c., &c.

### Bedford's Final Examination Guide to the Judicature Acts, 1873-5.

1 vol. 8vo., 7*s.* 6*d.* cloth.

THE FINAL EXAMINATION GUIDE to the PRACTICE of the SUPREME COURT OF JUDICATURE: containing a Digest of the Final Examination Questions, with many new ones, with Answers under the Supreme Court of Judicature Acts. By EDWARD HENSLOWE BEDFORD, Solicitor, Editor of the "Preliminary," "Intermediate," and "Final," &c., &c.

"Mr. Bedford's Final Examination Guide supplies a want which will be much felt by students as to what they are to read with reference to the new practice. The Guide and Time Table will be found useful helps to students in perusing the Judicature Acts."—*Law Examination Journal.*

"Mr. Bedford's Guide to the Practice of the Supreme Court, while prepared for the use of candidates for the various law examinations, is moreover calculated to convey to others a clearer notion of the main alterations that may have been effected than might be obtained from many more pretentious treatises. The various sections, orders and rules of the acts have been here arranged under their proper and consecutive headings in the form of question and answer, and the result is a useful and readable book, which we would recommend students to keep in view."—*Irish Law Times.*

"We have in these pages a well arranged and clear digest of the final examination questions, and many new questions, with answers, under the Supreme Court of Judicature Acts."—*Standard.*

"There are a great many dull people who cannot prepare for examination without having every conceivable question placed before them in anticipation, immediately followed by its corresponding answer. This is the object of the book and it seems to fulfil it."—*Echo.*

By the same Author, Third Edition, on a Sheet, 1*s.*

A TABLE of the PRINCIPAL STEPS and TIMES in an ACTION UNDER THE SUPREME COURT OF JUDICATURE ACTS.

"It will not only prove of service to common law and chancery clerks, but also to articled clerks in the course of their studies."—*Law Times.*

"Mr. E. H. Bedford has prepared a third edition of his useful broadsheet, containing a Table of the principal steps and times in an ordinary action in the Supreme Court of Judicature. This Table has been corrected so as to embrace the changes introduced by the Rules of December 1, 1875."—*Law Journal.*

"The Time Table by the same author (Mr. Bedford) presents in a conspicuous and convenient form the times allowed for taking the various steps in an action."—*Law Examination Journal.*

Also just published on a Sheet, 1*s.*

A TABLE of the PRINCIPAL STEPS and TIMES in a CHANCERY SUIT. By EDWARD HENSLOWE BEDFORD, Solicitor, Editor of the "Intermediate Examination Guide."

### Bedford's Intermediate Examination Guide.

2 vols. in 1, 8vo., 14*s.* 6*d.* cloth.

The INTERMEDIATE EXAMINATION GUIDE: containing a Digest of the Examination Questions on Common Law, Conveyancing and Equity, with the Answers. By EDWARD HENSLOWE BEDFORD, Solicitor, Temple, Editor of the "Preliminary," "Intermediate" and "Final," &c.

## Seaborne's Law of Vendors and Purchasers.

Post 8vo., 9*s.* cloth.

**A CONCISE MANUAL of the LAW of VENDORS and PURCHASERS of REAL PROPERTY, with a Supplement, including the Vendor and Purchaser Act, 1874, with Notes. By HENRY SEABORNE.**

*** *This work is designed to furnish Practitioners with an easy means of reference to the Statutory Enactments and Judicial Decisions regulating the transfer of Real Property, and also to bring these authorities in a compendious shape under the attention of Students.*

"The value of Mr Seaborne's work consists in its being the most concise summary yet published of one of the most important branches of the law. The student will find this book a useful introduction to a dry and difficult subject."—*Law Examination Journal.*

"The book before us contains a good deal, especially of practical information as to the course of conveyancing matters in solicitors' offices, which may be useful to students."—*Solicitors' Journal.*

"We will do Mr. Seaborne the justice to say that we believe his work will be of some use to articled clerks and others in solicitors' offices, who have not the opportunity or inclination to refer to the standard works from which his is compiled."—*Law Journal.*

## Clark's Digest of House of Lords Cases.

Royal 8vo., 31*s.* 6*d.* cloth.

**A DIGESTED INDEX to all the REPORTS in the HOUSE of LORDS from the commencement of the Series by Dow, in 1814, to the end of the Eleven Volumes of House of Lords Cases, with references to more recent Decisions. By CHARLES CLARK, Esq., one of Her Majesty's Counsel, Reporter by Appointment to the House of Lords.**

"The decisions of the supreme tribunal of this country, however authoritative in themselves, were not, until of late years, at all familiar to the great body of the legal profession; the early reports of them being in the hands of but few persons. In that tribunal, more than in any other, questions can be considered, as they have been, upon purely legal principles, freed from the letters and obstructions of mere precedent. The acknowledged eminence of the noble and learned persons by whom the decisions have been pronounced, gives them a value beyond their official authoritativeness. It is hoped that this Digest will have the effect of making the profession at large familiarly acquainted with them."—*Prefatory Notice.*

## Barry's Practice of Conveyancing.

8vo., 18*s.* cloth.

**A TREATISE on the PRACTICE of CONVEYANCING. By W. WHITTAKER BARRY, Esq., of Lincoln's Inn, Barrister at Law, late Holder of the Studentship of the Inns of Court, and Author of "A Treatise on the Statutory Jurisdiction of the Court of Chancery."**

"We feel bound to strongly recommend it to the practitioner as well as the student. The author has proved himself to be a master of the subject, for he not only gives a most valuable supply of practical suggestions, but criticises them with much ability, and we have no doubt that his criticism will meet with general approval."—*Law Magazine.*

"It contains, in a concise and readable form, the law relating to almost every point likely to arise in the ordinary every day practice of the conveyancer, with references to the various authorities and statutes to the latest date, and may be described as a manual of practical conveyancing."—*Law Journal.*

"This treatise supplies a want which has long been felt. There has been no treatise on the Practice of Conveyancing issued for a long time past that is adequate for the present requirements. Mr. Barry's work is essentially what it professes to be, a treatise on the Practice of Conveyancing. The treatise, although capable of compression, is the production of a person of great merit and still greater promise."—*Solicitors' Journal.*

"A work the substance of which is so well known to our readers, needs no recommendation from us, for its merits are patent to all, from personal acquaintance with them. The information that the treatise so much admired may now be had in the more convenient form of a book, will suffice of itself to secure a large and eager demand for it."—*Law Times.*

## Barry's Forms in Conveyancing.

8vo., 21*s.* cloth.

**FORMS AND PRECEDENTS IN CONVEYANCING; with Introduction and Practical Notes. By W. WHITTAKER BARRY, of Lincoln's Inn, Esq., Barrister at Law, Author of "A Treatise on the Practice of Conveyancing."**

## Goldsmith's Equity.—Sixth Edition.

Post 8vo., 18*s.* cloth.

THE DOCTRINE AND PRACTICE OF EQUITY: or a concise Outline of Proceedings in the High Court of Chancery, designed principally for the Use of Students. Sixth Edition, according to the recent Statutes and Orders. By GEO. GOLDSMITH, Esq., M.A., Barrister-at-Law.

"A well-known law student's book, the best, because the most thoroughly complete, yet simplified instructor, in the principles and practice of equity that has ever been provided for him; and that its value has been recognised by those who have made use of it is proved by this—that their commendations have carried it to a sixth edition. The principles of equity are as they were, but the practice has so changed since the publication of the first edition, that every part of this division of the work has required to be rewritten almost as often as a new edition was demanded. Of course, the size of the book has grown also, and from being, as we remember it, a very little book, to be carried in the pocket, it has become a portly volume, and this fairly represents its increased merits. Now that every student aspiring to the bar is to be examined before admission, good books for instruction in the law will be more than ever in request."—*Law Times.*

"It is difficult to know which to praise most, the excellence and dignity of the style, or the exhaustiveness of the information furnished to the reader. Mr. Goldsmith's plan corresponds to some extent with that adopted by Mr. Haynes in his excellent 'Outlines of Equity,' but his work is more complete than that of Mr. Haynes."—*Law Examination Journal.*

"The whole work is elaborated by Mr. Goldsmith with evident care and a determination to deal with all that can come within the scope of the title. It is characterized by comprehensiveness and at the same time conciseness, by clearness of diction and attractiveness of style and avoidance of technicalities which might prove embarrassing to the student, and a close adherence to the purpose as expressed in the preface. Mr. Goldsmith's volume is marked by as much originality as well can be found in a work of its kind."—*Law Journal.*

"Altogether the author's method and his execution are alike commendable—and we are of opinion that the lawyer, who, as a student, avails himself of the primary intention of Mr. Goldsmith's work by finding in it his first equity reading book or *primer*, will afterwards verify the anticipation of the author by making of it *dilectus juvenili* or *vade mecum* in his later practice."—*Law Magazine, 2nd notice.*

## Lewis's Introduction to Equity Drafting.

Post 8vo., 12*s.* cloth.

PRINCIPLES of EQUITY DRAFTING; with an Appendix of Forms. By HUBERT LEWIS, B.A., of the Middle Temple, Barrister at Law; Author of "Principles of Conveyancing," &c.

## Lewis's Introduction to Conveyancing.

8vo., 18*s.* cloth.

PRINCIPLES of CONVEYANCING explained and illustrated by Concise Precedents; with an Appendix on the effect of the Transfer of Land Act in modifying and shortening Conveyances. By HUBERT LEWIS, B.A., late Scholar of Emmanuel College, Cambridge, of the Middle Temple, Barrister at Law.

## Hare on Discovery.—Second Edition.

Post 8vo., 12*s.* cloth.

A TREATISE ON THE DISCOVERY OF EVIDENCE IN THE HIGH COURT OF JUSTICE. Being a Second Edition of A TREATISE ON THE DISCOVERY OF EVIDENCE BY BILL AND ANSWER IN EQUITY, by THOMAS HARE, of the Inner Temple, Esq., Barrister at Law. Adapted to the Procedure under the Supreme Court of Judicature Acts and Rules, 1873 and 1875, by SHERLOCK HARE, of the Inner Temple, Esq., Barrister at Law.

"We have read his work with considerable attention and interest, and we can speak in terms of cordial praise of the manner in which the new procedure has been worked into the old material. Not that the old material has been allowed to remain unimproved. In many instances necessary changes and amendments have been made, evincing a thorough appreciation of the necessities of the case on the part of the learned editor. We purposely abstain from referring to the details of the book. 'Hare on Discovery' has long been well known, it must now become better known. All the sections and orders of the new legislation are referred to in the text, a synopsis of recent cases is given, and a good index completes the whole."—*Law Times.*

"The original work speedily became an authority on this subject, and has been for years a recognized text-book among the profession and the courts, and we are pleased to see that the present editor has in no way abated his care in noting up the new cases and explaining the present law and practice, so that in all essential points the present edition is a worthy successor to its predecessor."—*Irish Law Times.*

## Judicature Acts. By Locock Webb, Q.C.

In preparation, in 1 vol. 8vo., price 21*s.* cloth.

THE SUPREME COURT OF JUDICATURE ACTS, 1873 and 1875, with the Rules of Court, Forms, &c.; Consolidation of those Statutes and Rules, and Practical Commentaries on the Rules of Law, the Jurisprudence and Judicature of the Supreme Court, the Practice of on Appeals to the Court and Appeals to the House of Lords. A copious Index. By LOCOCK WEBB, Esq., one of her Majesty's Counsel.

## Gaches' Town Councillors and Burgesses Manual.

Post 8vo., 7*s.* cloth.

THE TOWN COUNCILLORS and BURGESSES MANUAL, a Popular Digest of Municipal and Sanitary Law, with information as to Charters of Incorporation, and a Collection of useful Forms especially adapted for newly Incorporated Boroughs. By LOUIS GACHES, L.L.M., B.A., of the Inner Temple, Esq., Barrister at Law.

## Kerr's Action at Law.—Third Edition.

12mo., 9*s.* cloth.

AN ACTION AT LAW: being an Outline of the Jurisdiction of the Superior Courts of Common Law, with an Elementary View of the Proceedings in Actions therein. By ROBERT MALCOLM KERR, Barrister at Law; now Judge of the Sheriff's Court of the City of London. Third Edition.

"There is considerable merit in both works (John William Smith's and Malcolm Kerr's); but the second (Kerr) has rather the advantage."—*Jurist.*

"Mr. Kerr's book is more full and detailed than that of Mr. John William Smith, and is therefore better adapted for those who desire to obtain not merely a general notion but also a practical acquaintance with Common Law Procedure"—*Solicitors' Journal.*

## Tudor's Leading Cases on Real Property, &c.—2nd Edit.

One thick vol. royal 8vo., 42*s.* cloth.

A SELECTION OF LEADING CASES on the LAW RELATING to REAL PROPERTY, Conveyancing, and the Construction of Wills and Deeds; with Notes. By OWEN DAVIES TUDOR, Esq., of the Middle Temple, Barrister at Law. Author of "A Selection of Leading Cases in Equity." Second Edition.

"The Second Edition is now before us, and we are able to say that the same extensive knowledge and the same laborious industry as have been exhibited by Mr. Tudor on former occasions characterize this later production of his legal authorship; and it is enough at this moment to reiterate an opinion that Mr. Tudor has well maintained the high legal reputation which his standard works have achieved in all countries where the English language is spoken, and the decisions of our Courts are quoted."—*Law Magazine and Review.*

"The work before us comprises a digest of decisions which, if not exhaustive of all the principles of our real property code, will at least be found to leave nothing untouched or unelaborated under the numerous legal doctrines to which the cases severally relate. To Mr. Tudor's treatment of all these subjects, so complicated and so varied, we accord our entire commendation. There are no omissions of any important cases relative to the various branches of the law comprised in the work, nor are there any omissions or defects in his statement of the law itself applicable to the cases discussed by him. We cordially recommend the work to the practitioner and the student alike, but especially to the former."—*Solicitors' Journal.*

"This and the other volumes of Mr. Tudor are almost a law library in themselves, and we are satisfied that the student would learn more law from the careful reading of them than he would acquire from double the time given to the elaborate treatises which learned professors recommend the student to peruse, with entire forgetfulness that time and brains are limited, and that to do what they advise would be the work of a life. Smith and Mr. Tudor will together give them such a knowledge of law as they could not obtain from a whole library of text books, and of law that will be useful every day, instead of law that they will not want three times in their lives. At this well the practising lawyer might beneficially refresh his memory by a draught, when a leisure hour will permit him to study a leading case. No law library should be without this most useful book."—*Law Times.*

## Brandon's Law of Foreign Attachment.

8vo., 14*s.* cloth.

A TREATISE upon the CUSTOMARY LAW of FOREIGN ATTACHMENT, and the PRACTICE of the MAYOR'S COURT of the CITY OF LONDON therein. With Forms of Procedure. By WOODTHORPE BRANDON, Esq., of the Middle Temple, Barrister at Law.

## Chute's Equity in Relation to Common Law.

Post 8vo., 9*s.* cloth.

EQUITY UNDER THE JUDICATURE ACT, OR THE RELATION OF EQUITY TO COMMON LAW: with an Appendix, containing the High Court of Judicature Act, 1873, and the Schedule of Rules. By CHALONER WILLIAM CHUTE, Barrister at Law; Fellow of Magdalen College, Oxford; Lecturer to the Incorporated Law Society of Great Britain.

"His manner is eminently philosophical, and proves the capacity of the author for the position of a lecturer, while it is just the kind of teaching by which students are attracted to the light. Students may here congratulate themselves on the possibility of finding, within the limits of two hundred pages, many of the chief doctrines of Equity, set forth briefly, lucidly and completely."—*Law Journal.*

"We may add that his style presents a very agreeable contrast to the general style of law books. In conclusion, we would heartily recommend this most instructive and interesting work to the perusal of the student."—*Law Examination Journal.*

"The present volume can scarcely fail to become a standard work on the subject of which it treats. Mr. Chute has one special virtue for which his readers will be thankful—the method and arrangement—which are specially valuable in a book of this kind."—*Morning Post.*

"The book is deserving of praise, both for clearness of exposition and for the interesting way in which modern cases are used to illustrate the doctrines expounded. As it stands it appears to us to be a useful guide to the leading principles of Equity Jurisprudence. The book is written in easy and familiar language, and is likely to prove more attractive to the student than many formal treatises."—*Solicitors' Journal.*

"He thinks clearly, writes very well. As a small and meritorious contribution to the history of jurisprudence it deserves to be welcomed."—*Law Times.*

"The work is conscientiously done and will be useful to the student at the present juncture."—*Echo.*

"Mr. Chute's book is founded upon lectures delivered by him to the students at the Law Institution. The object of it is to point out concisely the principles on which the doctrines of Equity depend, and to show the relation of Equity to the Common Law, and the work is a useful one for the class of persons to whom the lectures are delivered."—*Athenæum.*

## Tomkins and Jencken's Modern Roman Law.

8vo., 14*s.* cloth.

COMPENDIUM of the MODERN ROMAN LAW. Founded upon the Treatises of Puchta, Von Vangerow, Arndts, Franz Mœhler and the Corpus Juris Civilis. By FREDERICK J. TOMKINS, Esq., M.A., D.C.L., Author of the "Institutes of Roman Law," Translator of "Gaius," &c., and HENRY DIEDRICH JENCKEN, Esq., Barristers at Law, of Lincoln's Inn.

"Mr. Tomkins and Mr. Jencken could not have written such an excellent book as this if they had not devoted many laborious days, probably years, to the study of Roman Law in its entirety, and to research into the laws of continental states, for the purpose of learning what principles of Roman Law are preserved in their jurisprudence."—*Law Times.*

"To those who think with us that the study of the modern civil law has been too much neglected in the education of solicitors, the admirable book whose title we have above announced will be indeed invaluable."—*Law Examination Journal.*

## Tudor's Law of Charitable Trusts.—Second Edition.

Post 8vo., 18*s.* cloth.

THE LAW OF CHARITABLE TRUSTS; with the Statutes to the end of Session 1870, the Orders, Regulations and Instructions, issued pursuant thereto; and a Selection of Schemes. By OWEN DAVIES TUDOR, Esq., of the Middle Temple, Barrister-at-Law; Author of "Leading Cases in Equity;" "Real Property and Conveyancing;" &c. Second Edition.

"No living writer is more capable than Mr. Tudor of producing such a work: his Leading Cases in Equity, and also on the Law of Real Property, have deservedly earned for him the highest reputation as a learned, careful and judicious text-writer. We have only to add that the index is very carefully compiled."—*Solicitors' Journal.*

"Mr. Tudor's excellent little book on Charitable Trusts. It is in all respects the text-book for the lawyer, as well as a hand-book for reference by trustees and others engaged in the management of charities."—*Law Times.*

# Phillimore's Commentaries on International Law. 2nd Ed.

**4 Vols. 8vo., 6*l.* 3*s.* cloth.**

## COMMENTARIES on INTERNATIONAL LAW. By the Rt. Hon. Sir Robert Phillimore, Knt., Member of H.M.'s Most Hon. Privy Council, and Judge of the High Court of Admiralty of England.

*** *For the convenience of purchasers, Vol.* 1, *price* 25*s.*, *Vol.* 2, *price* 28*s.*, *Vol.* 3, *price* 36*s.*, *and Vol.* 4, *price* 34*s. cloth, may be had separately to complete sets.*

*Extract from Pamphlet on "American Neutrality," by* George Bemis (*Boston, U.S.*).—"Sir Robert Phillimore, the present Queen's Advocate, and author of the most comprehensive and systematic 'Commentary on International Law' that England has produced."

"The authority of this work is admittedly great, and the learning and ability displayed in its preparation have been recognized by writers on public law both on the Continent of Europe and in the United States. With this necessarily imperfect sketch we must conclude our notice of the first volume of a work which forms an important contribution to the literature of public law. The book is of great utility, and one which should find a place in the library of every civilian."—*Law Magazine.*

"We cordially welcome a new edition of vol. 1. It is a work that ought to be studied by every educated man, and which is of constant use to the public writer and statesman. We wish, indeed, that our public writers would read it more abundantly than they have done, as they would then avoid serious errors in discussing foreign questions. Any general criticism of a book which has been received as a standard work would be superfluous; but we may remark, that whilst Sir Robert strictly adheres to the canons of legal authorship, and never gives a statement without an authority or offers a conclusion which is not manifestly deducible from established facts or authoritative utterances, yet so lucid is his style, we had almost said so popular, so clear is the enunciation of principles, so graphic the historical portions, that the book may be read with pleasure as well as profit. It will not be out of place to further remark, that the arrangement is excellent, the table of contents, the list of authorities are complete, and, therefore, these Commentaries are singularly handy for reference. Altogether this work is a witness to the zeal, industry and ability of Sir R. Phillimore. It will not only be read at home, but also in the United States, and it cannot fail to smooth the way for the thorough international understanding between England and America that the true men of both countries so ardently desire."—*Law Journal.*

"It is the most complete repository of matters bearing upon international law that we have in the language. We need not repeat the commendations of the text itself as a treatise or series of treatises which this journal expressed upon the appearance of the two first volumes. The reputation of the Author is too well established and too widely known. We content ourselves with testifying to the fulness and thoroughness of the work as a compilation after an inspection of the three volumes (second edition)."—*Boston* (*United States*) *Daily Advertiser.*

"Sir Robert Phillimore may well be proud of this work as a lasting record of his ability, learning and his industry. No one, unless he is a man of talent, can venture to deal with such a difficult and involved subject as international law, and only an author of extensive reading and untiring industry can deal with it as exhaustively as Sir Robert has done. The development of commerce has made international relations more intimate. It follows that international law will be more studied, not only by lawyers, but also by laymen, who take part in public life, and whatever other books the English lawyer or statesman may use, he will, of course, include Phillimore's Commentaries in his list. Having read the work carefully and critically, we are able to highly recommend it. Usually when such a work reaches a second edition critical commendation is superfluous, but the present is an exceptional case, because Phillimore's Commentaries will be of the greatest use to many non-professional readers who, as public men and public writers, find it necessary to study international law. It is in itself a well digested body of laws."—*Law Journal (second notice).*

"We have within a short period briefly noticed the previous volumes of the important work of which the fourth volume is now before us. We have more than once recognized the ability and profound research which the learned author has brought to bear upon the subject, but this last volume strikes us as perhaps the most able and lucid, and, in addition to these merits, it deals with a division of international jurisprudence which is of very great interest, namely, private international law or comity. The issue of a second edition proves that it has attained a position of authority and is favourably received by international jurists. We have no grounds for impugning its accuracy, and as a compilation it must receive our acknowledgment that it is able and learned."—*Law Times.*

"The latest arrivals bring us Vol. 4 of this great work: it is the close of the second edition begun a few years ago. Sir Robert Phillimore has one great advantage over new commentators on International Law, in that he is and has always been a working publicist, judge and parliamentarian and not a mere student of the closet. It is his life long habit to look at things in a practical way in the concrete and to judge of propositions by their adaptation tried or probable to the working world of public transactions. The reputation and authority of Dr. Phillimore on this side of the water are too well known and established to require any general commendation of this work. It is enough to recognize the fact that private international law is becoming of more and more importance with the vastly increased opportunities for private dealings between citizens or inhabitants of different nationalities and to changings of domicil and habitancy, and to express gratitude that the learned, experienced and thorough commentator has made the latest contribution towards peace and good understanding among civilized men."—*Boston* (*United States*) *Daily Advertiser, Dec. 3rd*, 1874 (*second notice*).

# Christie's Crabb's Conveyancing.—Fifth Edit. by Shelford.

Two vols. royal 8vo., 3*l.* cloth.

## CRABB'S COMPLETE SERIES of PRECEDENTS in CONVEYANCING and of COMMON and COMMERCIAL FORMS in Alphabetical Order, adapted to the Present State of the Law and the Practice of Conveyancing; with copious Prefaces, Observations and Notes on the several Deeds. By J. T. CHRISTIE, Esq., Barrister-at-Law. The Fifth Edition, with numerous Corrections and Additions, by LEONARD SHELFORD, Esq., of the Middle Temple, Barrister at Law.

*** *This Work, which embraces both the Principles and Practice of Conveyancing, contains likewise every description of Instrument wanted for Commercial Purposes.*

### General Table of Heads of Prefaces and Forms.

Abstracts.—Accounts.—Acknowledgments.—Acquittances.—Admittances.—Affidavits, Affirmations or Declarations.—Agreements: to relinquish Business: to Guarantee: for a Lease: before Marriage: for a Partition: between Principal and Agent: for the Sale and Purchase of Estates: for Sale of Copyhold Estates: for Sale of Leaseholds: for Sale of an Advowson.—Annuity: secured on Copyholds.—Annuities: Assignments of.—Appointments: of Guardians.—Apportionment.—Apprenticeship: to the Sea Service: to an Attorney: Assignment of.—Arbitration: Award.—Assignments: Bonds: Leases: Patents: Pews: Policies of Insurance: Reversionary Interests.—Attestations.—Attornments.—Auctions: Particulars of Sale.—Bargains and Sales: of Timber.—Bills of Sale of Goods.—Bonds: Administration: Receiver pending Suit: Post Obit: Stamps on.—Certificates.—Composition: Conveyances in Trust for Creditors.—Conditions: of Sale.—Confirmations.—Consents.—Copartnership: Dissolution of Copartnership.—Covenants: Stamps on: for Production of Title Deeds.—Declarations.—Deeds: I. Nature of Deeds in General: II. Requisites of a Deed: III. Formal parts of Deeds: IV. Where a Deed is necessary or otherwise: V. Construction of Deeds: VI. Avoiding of Deeds: VII. Proof of Deeds: VIII. Admission of Parol Evidence as to Deeds: IX. Possession of Deeds: X. Stamp Duty on Deeds.—Defeasances.—Demises.—Deputation.—Disclaimers.—Disentailing Deeds.—Distress: Notices of.—Dower.—Enfranchisements.—Exchanges.—Feoffments.—Further Charges.—Gifts.—Grants.—Grants of Way or Road.—Indemnities.—Leases: I. Nature of Leases in General: II. Requisites to a Lease: III. Parts of a Lease: IV. Incidents to a Lease: V. Stamps on Leases.—Letters of Credit.—Licences.—Mortgages: of Copyholds: of Leaseholds: Transfer of: Stamp Duty on.—Notes, Orders, Warrants, &c.—Notices: to Quit.—Partition.—Powers: of Attorney.—Presentation.—Purchase Deeds: Conveyance of Copyholds: Assignments of Leaseholds: Stamps on.—Recitals.—Releases or Conveyances: or Discharges.—Renunciations or Disclaimers.—Resignations.—Revocations.—Separation.—Settlements: Stamp Duty on.—Shipping: Bills of Lading: Bills of Sale: Bottomry and Respondentia Bonds: Charter Parties.—Surrenders.—Wills: 1. Definition of Will and Codicil: 2. To what Wills the Act 7 Will. 4 & 1 Vict. c. 26 does not apply: 3. What may be disposed of by Will: 4. Of the capacity of Persons to make Wills: 5. Who may or may not be Devisees; 6. Execution of Wills: 7. Publication of Wills: 8. Revocation of Wills: 9. Lapse of Devises and Bequests: 10. Provisions and Clauses in Wills: 11. Construction of Wills.

*From the Law Times.*

"The preparation of it could not have been confided to more able hands than those of Mr. Shelford, the veteran authority on real property law. With the industry that distinguishes him he has done ample justice to his task. In carefulness we have in him a second Crabb, in erudition Crabb's superior; and the result is a work of which the original author would have been proud, could it have appeared under his own auspices. It is not a book to be quoted, nor indeed could its merits be exhibited by quotation. It is essentially a book of practice, which can only be described in rude outline and dismissed with applause, and a recommendation of it to the notice of those for whose service it has been so laboriously compiled."

*From the Solicitors' Journal.*

"The collection of precedents contained in these two volumes are all that could be desired. They are particularly well adapted for Solicitors, being of a really practical character. They are moreover free from the useless repetitions of common forms that so much increase the bulk and expense of some collections that we could name. We know not of any collection of conveyancing precedents that would make it so possible for a tyro to put together a presentable draft at an exigency, or which are more handy in every respect, even for the experienced draftsman. Mr. Shelford has proved himself in this task to be not unworthy of his former reputation. To those familiar with his other works it will be a sufficient recommendation of this."

*From the Law Magazine and Review.*

"To this important part of his duty—the remodelling and perfecting of the Forms—even with the examination which we have already been able to afford this work, we are able to affirm, that the learned editor has been eminently successful and effected valuable improvements."

*From the Law Chronicle.*

"It possesses one distinctive feature in devoting more attention than usual in such works to forms of a commercial nature. We are satisfied from an examination of the present with the immediately preceding edition that Mr. Shelford has very considerably improved the character of the work, both in the prefaces and in the forms. On the whole the two volumes of Crabb's Precedents, as edited by Mr. Leonard Shelford, will be found extremely useful in a solicitor's office, presenting a large amount of real property learning, with very numerous precedents: indeed we know of no book so justly entitled to the appellation of 'handy' as the fifth edition of Mr. Crabb's Precedents."

## Mosely's Articled Clerks' Handy-Book.

12mo., 7*s.* cloth.

**A PRACTICAL HANDY-BOOK of ELEMENTARY LAW, designed for the use of Articled Clerks, with a Course of Study and Hints on Reading for the Intermediate and Final Examinations. By M. S. MOSELY, Solicitor, Clifford's Inn Prizeman, M. T. 1867.**

"This useful little book is intended for the use of articled clerks during the period of their articles. The style of this book is peculiar: it is an exaggeration of the style adopted by Mr. Haynes in his admirable 'Outlines of Equity.' The author seems to think the adoption of such a style the only way to make the study of the law popular and we are not prepared to say he is wrong."—*Law Magazine and Review.*

"The design of this little book is to combine instruction, advice and amusement, if anything amusing can be extracted from the routine of a solicitor's office and the studies of articled clerks. The book will certainly be found useful by any articled clerk, for it contains much information which it is sometimes very troublesome to find, and the facetiousness of Mr. Mosely's manner will doubtless help to grease the course of a rough and uneasy subject."—*Law Journal.*

"There are few who read this book with care who will not readily admit that on many intricate points of law their notions have become much clearer than before their acquaintance with it. Both parts are well worked out, and will be found useful; but in the second division of each chapter the law student will find most valuable information, as there Mr. Mosely not only marks out the course of reading which he recommends for each year, but also carefully analyses the contents of each book, and points out those chapters and subjects which it will be most advantageous for the student to master at the first reading, and those which he ought to defer till a second perusal and a wider experience have made him more competent to understand them. The style is remarkably good, and, considering the subject, free from technical expressions."—*Irish Law Times.*

## Rouse's Copyhold Manual.—Third Edition.

12mo., 10*s.* 6*d.* cloth.

**THE COPYHOLD ENFRANCHISEMENT MANUAL, giving the Law, Practice and Forms in Enfranchisements at Common Law and under Statute, and in Commutations; with the Values of Enfranchisements from the Lord's various Rights: the Principles of Calculation being clearly explained, and made practical by numerous Rules, Tables and Examples. Also all the Copyhold Acts, and several other Statutes and Notes. Third Edition. By ROLLA ROUSE, Esq., of the Middle Temple, Barrister at Law, Author of "The Practical Conveyancer," &c.**

"This new edition follows the plan of its predecessor, adopting a fivefold division:—1. The Law. 2. The Practice, with Practical Suggestions to Lords, Stewards and Copyholders. 3. The Mathematical consideration of the Subject in all its Details, with Rules, Tables and Examples. 4. Forms. 5. The Statutes, with Notes. Of these, we can only repeat what we have said before, that they exhaust the subject; they give to the practitioner all the materials required by him to conduct the enfranchisement of a copyhold, whether voluntary or compulsory."—*Law Times.*

"When we consider what favor Mr. Rouse's Practical Man and Practical Conveyancer have found with the profession, we feel sure the legal world will greet with pleasure a new and improved edition of his copyhold manual. The third edition of that work is before us. It is a work of great practical value, suitable to lawyers and laymen. We can freely and heartily recommend this volume to the practitioner, the steward and the copyholder."—*Law Magazine.*

"Now, however, that copyhold tenures are being frequently converted into freeholds, Mr. Rouse's treatise will doubtless be productive of very extensive benefit; for it seems to us to have been very carefully prepared, exceedingly well composed and written, and to indicate much experience in copyhold law on the part of the author."—*Solicitors' Journal.*

## Shelford's Succession, Probate and Legacy Duties. Second Edition.

12mo., 16*s.* cloth.

**THE LAW relating to the PROBATE, LEGACY and SUCCESSION DUTIES in ENGLAND, IRELAND and SCOTLAND, including all the Statutes and the Decisions on those Subjects: with Forms and Official Regulations. By LEONARD SHELFORD, Esq., of the Middle Temple, Barrister-at-Law. The Second Edition, with many Alterations and Additions.**

"The book is written mainly for solicitors. Mr. Shelford has accordingly planned his work with careful regard to its practical utility and daily use."—*Solicitors' Journal.*

"One of the most useful and popular of his productions, and being now the text book on the subject nothing remains but to make known its appearance to our readers. Its merits have been already tested by most of them."—*Law Times.*

"On the whole Mr. Shelford's book appears to us to be the best and most complete work on this extremely intricate subject."—*Law Magazine.*

## Baxter's Judicature Acts and Rules, 1873–5.—2nd Edit.

Rewritten and much Enlarged. Crown 8vo., with Supplement, 10*s.* 6*d.* cloth.

THE LAW AND PRACTICE OF THE SUPREME COURT OF JUDICATURE, comprising the Supreme Court of Judicature Acts, 1873 and 1875; Rules of Court, Forms, Notes arranged section by section, Statutes referred to, and a very copious Index. By WYNNE E. BAXTER, Solicitor of the Supreme Court. Second Edition. With Supplement, containing the Scale of Fees to be taken under the Act. The Supplement separately, 6*d.* sewed.

## Woolrych's Law of Sewers.—Third Edition.

8vo., 12*s.* cloth.

A TREATISE of the LAW of SEWERS, including the DRAINAGE ACTS. By HUMPHRY W. WOOLRYCH, Serjeant at Law. Third Edition, with considerable Additions and Alterations.

"Two editions of it have been speedily exhausted, and a third called for. The author is an accepted authority on all subjects of this class."—*Law Times.*

"This is a third and greatly enlarged edition of a book which has already obtained an established reputation as the most complete discussion of the subject adapted to modern times. Since the treatise of Mr. Serjeant Callis in the early part of the 17th century, no work filling the same place has been added to the literature of the Profession. It is a work of no slight labour to digest and arrange this mass of legislation; this task, however, Mr. Serjeant Woolrych has undertaken, and an examination of his book will, we think, convince the most exacting that he has fully succeeded. No one should attempt to meddle with the Law of Sewers without its help."—*Solicitors' Journal.*

## Grant's Law of Corporations in General.

Royal 8vo., 26*s.* boards.

A PRACTICAL TREATISE on the LAW of CORPORATIONS in GENERAL, as well Aggregate as Sole; including Municipal Corporations; Railway, Banking, Canal, and other Joint-Stock and Trading Bodies; Dean and Chapters; Universities; Colleges; Schools; Hospitals; with *quasi* Corporations aggregate, as Guardians of the Poor, Churchwardens, Churchwardens and Overseers, etc.; and also Corporations sole, as Bishops, Deans, Canons, Archdeacons, Parsons, etc. By JAMES GRANT, Esq., of the Middle Temple, Barrister at Law.

## J. Chitty, jun's. Precedents in Pleading.—Third Edition.

Complete in 1 vol. royal 8vo., 38*s.* cloth.

J. CHITTY, JUN'S. PRECEDENTS in PLEADING; with copious Notes on Practice, Pleading and Evidence. Third Edition. By the late THOMPSON CHITTY, Esq., and by LEOFRIC TEMPLE, R. G. WILLIAMS, and CHARLES JEFFERY, Esquires, Barristers at Law. (Part 2 may, for the present, be had separately, price 18*s.* cloth, to complete sets.)

## Davis's Law of Registration and Elections.

One small 12mo. vol., 15*s.* cloth.

MANUAL OF THE LAW AND PRACTICE OF ELECTIONS AND REGISTRATION. Comprising all the Statutes, with Notes and Introduction, and a Supplement containing the Cases on Appeal down to 1869, the Rules relating to Election Petitions, and a complete Index to the whole Work. By JAMES EDWARD DAVIS, Esq., Barrister at Law, Author of "Manual of Practice and Evidence in the County Courts," &c.

"A work, which, in our judgment, is the handiest and most useful of the manuals which the Reform Act of 1867 has brought into existence."—*Law Magazine.*

"We think this the best of the now numerous works on this subject. It has a great advantage in its arrangement over those which are merely new editions of works published before the recent legislation. To read through consecutively, in order to obtain a fair mastery of the whole subject, we have no hesitation in highly recommending this work."—*Solicitors' Journal.*

"No one comes forward with better credentials than Mr. Davis, and the book before us seems to possess the qualities essential to a guide to a discharge of their duties by the officials. The scheme of Mr. Davis's work is very simple."—*Law Journal*

THE SUPPLEMENT *may be had separately, price* 3*s. sewed.*

## Scriven's Law of Copyholds.—5th Edit. by Stalman.

**Abridged in 1 vol. royal 8vo., 30*s.* cloth.**

**A TREATISE ON COPYHOLD, CUSTOMARY FREEHOLD and ANCIENT DEMESNE TENURE, with the Jurisdiction of Courts Baron and Courts Leet. By JOHN SCRIVEN, Serjeant at Law. Fifth Edition, containing references to Cases and Statutes to 1867. By HENRY STALMAN, of the Inner Temple, Esq., Barrister at Law.**

"No lawyer can see or hear the word 'copyhold' without associating with it the name of Scriven, whose book has been always esteemed not merely the best but the only one of any worth. Until a commutation of the tenure for a fixed rent-charge, after the manner of a tithe commutation, is compelled by the legislature, this treatise will lose none of its usefulness to the solicitors in the country."—*Law Times.*

"It would be wholly superfluous to offer one word of comment on the general body of the work. Scriven on Copyholds has for exactly half a century been not only a standard work but one of unimpeachable authority, and in its pages the present generation has learned all that is known of copyhold and customary tenures. All that is necessary to say is, that in the present edition of Scriven on Copyholds Mr. Stalman has omitted what it was useless to retain, and inserted what it was necessary to add. Until copyholds have disappeared utterly, it is at least certain that Scriven on Copyholds by Stalman will hold undisputed sway in the profession."—*Law Journal.*

## Shelford's Law of Railways.—Fourth Edition by Glen.

**In 2 thick vols. royal 8vo., 63*s.* cloth.**

**SHELFORD'S LAW of RAILWAYS; containing the whole of the Statute Law for the Regulation of Railways in England, Scotland and Ireland: with copious Notes of Decided Cases upon the Statutes, Introduction to the Law of Railways, and Appendix of Official Documents. Fourth Edition. By WILLIAM CUNNINGHAM GLEN, Barrister at Law, Author of the "Law of Highways," "Law of Public Health and Local Government," &c.**

*From the* LAW MAGAZINE.

"Though we have not had the opportunity of going conscientiously through the whole of this elaborate compilation, we have been able to devote enough time to it to be able to speak in the highest terms of the judgment and ability with which it has been prepared. Its execution quite justifies the reputation which Mr. Glen has already acquired as a legal writer, and proves that no one could have been more properly singled out for the duty he has so well discharged. *The work must take its unquestionable position as the leading Manual of the Railway Law of Great Britain.* The cases seem to have been examined, and their effect to be stated with much care and accuracy, and no channel from which information could be gained has been neglected. Mr. Glen, indeed, seems to be saturated with knowledge of his subject. The value of the work is greatly increased by a number of supplemental decisions, which give all the cases up to the time of publication, and by an index which appears to be thoroughly exhaustive."

*From the* LAW TIMES.

"Mr. Glen has done wisely in preserving that reputation, and, as far as possible, the text of Shelford—though very extensive alterations and additions have been required. But he has a claim of his own. He is a worthy successor of the original author, and possesses much of the same industry, skill in arrangement and astuteness in enumerating the points really decided by cited cases. But we have said enough of a work already so well known. It will have a place not in the library of the lawyer alone. It is a book which every railway office should keep on its shelf for reference."

*From the* LAW JOURNAL.

"Mr. Glen has modestly founded his work as a superstructure on that of Mr. Leonard Shelford, but he has certainly claims to publish it as a purely independent composition. The toil has been as great, and the reward ought to be as complete, as if Mr. Glen had disregarded all his predecessors in the production of treatises on railway law. Since the year 1864 he has been unceasingly engaged in collecting materials, and though he has been ready for the printer for some time, and has delayed the appearance of the volumes in the expectation of legislative changes in railway law, yet he has expended full five years of care and attention on his work. Let us hope that he will have no cause to think his labour has been in vain. *At any rate we may venture to predict that Mr. Cunningham Glen's edition of Shelford on Railways will be the standard work of our day in that department of law.*"

*From the* JUSTICE OF THE PEACE.

"Far be it from us to undervalue Mr. Shelford's labours, or to disparage his merits. But we may nevertheless be permitted to observe that *what has hitherto been considered as the 'best work on the subject'* (Shelford) *has been immeasurably improved by the application of Mr. Glen's diligence and learning.* Sufficient, however, has been done to show that it is in every respect worthy of the reputation which the work has always enjoyed. We feel little doubt that the credit of that work will be greatly increased by Mr. Glen's instrumentality, and that not only will he have ably maintained its reputation by his successful exertions, but that he will have added materially to it."

*From the* SOLICITORS' JOURNAL.

"The practitioner will find here collected together all the enactments bearing on every possible subject which may come before him in connection with railways or railway travelling. Whatever questions may arise the lawyer who has this book upon his shelves, may say to himself 'If there has been any legislation at all connected with this branch of the subject I shall at once find it in Shelford;' and it needs not to be said that on this account the book will be a very 'comfortable' one to possess. The collection is equally exhaustive in the matter of rules, orders, precedents and documents of official authority. To sum up our review; as a collection of statutes and general information the work will prove extremely useful, because in these respects it is so perfectly exhaustive."

# Mr. Oke's Magisterial Works.

## Oke's Laws as to Licensing Inns, 1874, &c. &c.; containing the Licensing Acts, 1872 and 1874, and the other Acts in force as to Alehouses, Beer-houses, Wine and Refreshment-houses, Shops, &c., where Intoxicating Liquors are sold, and Billiard and Occasional Licences. Systematically arranged, with Explanatory Notes, the authorized Forms of Licences, Tables of Offences, Index, &c. By GEORGE C. OKE, late Chief Clerk to the Lord Mayor of London. Second Edition, by W. C. GLEN, Esq., Barrister at Law. Post 8vo., 10s. cloth.

"A new edition of the late Mr. Oke's carefully prepared manual is rendered necessary by recent changes in the law, and Mr. Glen has done his work well. He has made the book of 1872 available as a book of reference in 1874. It is very fortunate that there is a well indexed treatise to refer to, for lawyers may have a great deal of business in respect of the last Licensing Act."—*Law Journal*, Sept. 12th, 1874.

"Mr. Oke has brought out by far the best edition of the act, or perhaps we should say a treatise on it. Everything appears to be given which can by possibility be required, and the forms are abundant."—*Law Times.*

"We have to acknowledge a second edition of the late Mr. Oke's Licensing Law, edited by Mr. W. C. Glen. Recent legislation has been added so as to make the work a complete book of reference on the subject of which it treats down to the present time."—*Law Times* (*second notice*).

"This treatise on the Licensing Laws is accurate and thoroughly practical. Of Mr. Oke's treatment of his subject we can speak with the highest praise. The book will no doubt at once take its place as the recognized guide for those who have to do with licensing law. The table of offences is especially valuable."—*Solicitors' Journal.*

"The arrangement in chapters by Mr. Oke seems to us better than the plan pursued by the authors of the rival work, and we think that Mr. Glen has done well to leave in many cases a concise statement of the effect of the legislation repealed by the late Act. He also gives a useful list of places beyond the metropolitan district, and in the police district."—*Solicitors' Journal* (*second notice*).

"Messrs. Butterworth have judiciously confided the task of revision to the pen of Mr. Cunningham Glen; the whole is comprised in a well got up volume of 353 pages. Both the table of contents and the index are capitally arranged, and afford every facility for reference."—*Brewers' Guardian.*

"We can pronounce a favourable opinion with a clear conscience, and that verdict is, that for fulness, perspicuity, careful indexing and exhaustive treatment of dubious and debateable points, this neatly printed volume is the most comprehensive, convenient and reliable digest of the often indigestible licensing laws that has yet appeared."—*Licensed Victuallers' Gazette.*

## Oke's Magisterial Synopsis; a Practical Guide for Magistrates, their Clerks, Attornies, and Constables; Summary Convictions and Indictable Offences, with their Penalties, Punishments, Procedure, &c., *being alphabetically and tabularly arranged:* with a Copious Index. *Eleventh Edition, much enlarged.* By GEORGE C. OKE, late Chief Clerk to the Lord Mayor of London. In 2 vols. 8vo. 63s. cloth.

"The tenth edition of this valuable work was published so recently as 1868, and this fact is more eloquent of the merits of Mr. Oke's labours than any amount of commendation from us. It is only necessary that we should notice the appearance of this last (eleventh) edition, 1872, which we do with much pleasure."—*Law Times.*

"This is the eleventh edition of Mr. Oke's work since 1848, a fact which speaks for itself. The profession and the public have proved by experience the excellence of the book; and the personal supervision of the author is a guarantee that the present edition is equal to its predecessors. Mr. Oke's labour in preparing it must have been considerable, and the rapid growth of magisterial jurisdiction having rendered it necessary to insert much new matter and to rewrite and condense no small portion of the old. In the result, in spite of every effort made to keep down the bulk of the volume, it has been absolutely necessary to add 200 pages. The whole Synopsis now consists of nearly 1,600 pages of elaborately arranged and carefully digested information. It is needless to say that we cannot do more than indicate in very general terms the contents of this valuable work. Mr. Oke may well be proud of it. The result of his labours is highly creditable to him, and he deserves the thanks of all who in any capacity are engaged in the administration of justice."—*Solicitors' Journal.*

## Mr. Oke's Magisterial Works—*continued.*

**Oke's Magisterial Formulist; being a Complete Collection** of Forms and Precedents for practical use in all Cases out of Quarter Sessions, and in Parochial Matters, by Magistrates, their Clerks, Attornies and Constables. *Fifth Edition*, enlarged and improved. By THOMAS W. SAUNDERS, Esq., Barrister at Law and Recorder of Bath. 8vo. 38*s.* cloth. (*Now ready.*)

"The progress of the legislature with reference to subjects in the jurisdiction of magistrates has been rapid during recent years, and consequently the labours imposed upon authors and editors of works dealing with such subjects have been proportionately increased. In Mr. Saunders' preface will be found an enumeration of statutes which were not even in embryo at the time when Mr. Oke brought out the last edition of his valuable Formulist. Therefore Mr. Saunders has not been called upon to perform the functions of an annotator merely. He has had to create just as Mr. Oke created when he wrote his book. This of course has necessitated the enlargement and remodeling of the index. No work, probably, is in more use in the offices of magistrates than Oke's Formulist. That it should be reliable and comprehend recent enactments is of the very first importance. In selecting Mr. Saunders to follow in the steps of Mr. Oke the publishers exercised wise discretion, and we congratulate both author and publishers upon the complete and very excellent manner in which this edition has been prepared and is now presented to the profession."—*Law Times, March 4th*, 1876.

"In noticing the fifth edition of the companion work to the Synopsis we cannot forbear to express again our regret that the original author of these two famous books is no longer among us, able and willing to give to the legal world new editions of those treatises which are likely to preserve their reputation as long as the law which they teach lasts. The duty of editing anew the Magisterial Formulist has fallen upon the Recorder of Bath, whose experience and industry ought to furnish a guarantee that in his hands a work of so much value and celebrity will not lose any of its former attributes. Everyone acquainted with the subject is well aware that in practice a multiplicity of forms is required in the enforcement of the provisions of statutes appertaining to magisterial matters. Modern statutes usually supply some of the more important forms, but these are not readily available unless grouped under the proper heads in some handy treatise. Apart from the statutory forms there is a daily and hourly need of forms pressing upon clerks to justices, and their time is too valuable to admit of the labour of drawing what is wanted on an emergency. There is not a member of this most important and intelligent class of men who has not learned to look upon Oke's Formulist as a trusty friend and safe guide in the moment of need, and who will not welcome an edition which embraces the novel matter required by fresh legislation. When we find that 900 pages are occupied with these forms, and that the index alone consists of 100 pages, we can form some idea of the task which Mr. Saunders has undertaken, the performance of which ought to add to his repute. Mr. Saunders has compiled a new table of statutes connected with the forms, an addition which will certainly be found useful. The edition is with much propriety dedicated to the Secretary of State for the Home Department, whose ability and impartiality in matters magisterial is universally acknowledged."—*Law Journal, March 4th*, 1876.

**Oke's Law of Turnpike Roads; comprising the whole** of the General Acts now in force, including those of 1861; the Acts as to Union of Trusts, for facilitating Arrangements with their Creditors, as to the interference by Railways with Roads, their non-repair, and enforcing contributions from Parishes, &c., practically arranged. With Cases, copious Notes, all the necessary Forms, and an elaborate Index, &c. By GEORGE C. OKE. *Second Edition.* 12mo. 18*s.* cloth.

"All Mr. Oke's works are well done, and his 'Turnpike Laws' is an admirable specimen of the class of books required for the guidance of magistrates and legal practitioners in country districts."—*Solicitors' Journal.*

**Oke's Handy Book of the Game Laws; containing the** whole Law as to Game, Licences and Certificates, Poaching Prevention, Trespass, Rabbits, Deer, Dogs, Birds and Poisoned Grain throughout the United Kingdom. Systematically arranged, with the Acts, Decisions, Notes, Forms, Suggestions, &c. By GEORGE C. OKE, Author of "The Magisterial Synopsis," &c. Third Edition. B. J. W. WILLIS BUND, Esq., Barrister at Law. 12mo. 1876. (*In the Press.*)

**Oke's Fishery Laws; comprising Private and Salmon** Fisheries in England. Second Edition. By J. W. WILLIS BUND, Esq., Barrister at Law. 1 vol. 12mo. 1876. (*In the Press.*)

# Crump's Marine Insurance and General Average.

Royal 8vo., 21*s.* cloth.

## THE PRINCIPLES of the LAW RELATING to MARINE INSURANCE and GENERAL AVERAGE in England and America, with occasional references to French and German Law. By FREDERIC OCTAVIUS CRUMP, of the Middle Temple, Esq., Barrister at Law.

"Three years have elapsed since the publication of an edition of a standard work on Marine Insurance. During those years numerous important cases have been decided—cases establishing principles in many instances novel and of the last consequence to parties to policies. The author believes that all the decisions reported up to the date of publication will be found noted in his work."—*Extract from Preface.*

"This is decidedly a clever book. We always welcome cordially any genuine effort to strike out a new line of legal exposition, not merely because such effort may more effectually teach law, but because it may exhibit a better method than we now possess of expressing law. The author does not venture to use the term 'codification' in speaking of the design of this book. He is content if he has made a single step in advance towards simplification, and so much merit we have no hesitation in awarding to him: From the extracts we have made it is manifest that the author has followed the fashion neither of the ordinary text book nor the plan of a digest of cases, but that he has developed a method nearly approaching to 'codification.' We have been at pains to search the book for many of the most recent cases in marine insurance, and although some of them are exactly of a character to puzzle and embarrass a codifier, Mr. Crump has dealt successfully with them. We think we may fairly congratulate the author upon the production of a work original in design, excellent in arrangement, and as complete as could fairly be expected."—*Law Journal.*

"The principles and practice of general average are included in this admirable summary."—*Standard.*

"Alphabetically arranged this work contains a number of the guiding principles in the judge-made law on this subject, which has got into such a tangle of precedents that a much less careful digest than that under the above title would have been welcome to students as well as merchants. Mr. Crump has made a very commendable effort at brevity and clearness."—*Economist.*

"The plan of the work differs materially, and, we think, advantageously, from the ordinary text-book. Commencing with the principle of an alphabetical arrangement, Mr. Crump enumerates all the definitions and settled principles of the branch of the law selected by him for treatment, giving careful references for every statement, but repudiating the perfunctory method of adhering slavishly to the actual words of the authorities. By this system several advantages are secured. We have examined several of Mr. Crump's propositions in order to test him on these points, and the result is decidedly in his favour. We have no hesitation in commending the plan of Mr. Crump's book; its use in actual practice must, of course, be the ultimate gauge of its accuracy and completeness; but from the tests that we have applied we have little doubt that it will stand the ordeal satisfactorily."—*Athenæum.*

"His design is to compile a digested summary of rules, tersely expressed and easy of reference; and though such a work can never supersede treatises like those of Arnould, Phillips, or Duer, he has produced what will be a very useful manual of reference and will guide the practitioner to the sources where he will find the principles more fully developed. The work, which must have involved great labour, appears to us to have been executed with fulness, accuracy and fidelity, and its value is much increased by references not only to English and American decisions and text writers, but to the French and German law on the same subject. Considering the narrow compass within which it is comprised, we have been surprised to find how complete and comprehensive it appears to be; and if further experience should justify the expectations which our perusal of it induces us to form, Mr. Crump will not be disappointed in his hope that he has made 'a step in advance towards simplification—not to use the term codification—of the law.'"—*Solicitors' Journal.*

"There are many portions of it well arranged, and where the law is carefully and accurately stated."—*Law Magazine.*

"It is at once a treatise and a dictionary on the difficult and complicated branch of the law with which it deals, and to which Mr. Crump has in this volume done something to give an orderly simplicity."—*Daily News.*

"We rejoice at the publication of the book at the head of this notice. Mr. Crump is a bold man, for he has positively made an innovation. Instead of a ponderous tome, replete with obsolete law, useless authorities and antiquated quotations, we have a handy, clearly-written and well-printed book, seemingly containing the whole law on the subject, in the shape of a digest of decided cases, in the very words of the judges, and leaving nothing doubtful and misleading to beguile the reader. It is true that such a plan increases the trouble of the author, but, as it diminishes that of the reader, he may pardon the irregularity. Seriously speaking, Mr. Crump's book seems very perfect, and is certainly very clear in its arrangement and complete in its details, conscientiously going into the most minute points and omitting nothing of importance."—*Irish Law Times.*

"Mr. Crump has here compiled a work on Marine Insurance and General Average, and brought down the judicial decisions to April, 1875. The subject-matter of the book in every instance is printed in large type, and the clauses followed by smaller letters of reference. This makes the work convenient for consultation, and the law cases being appended to every paragraph with quotations from the laws of foreign countries, its conciseness in the mode of explanation tends to render the author's reasonings intelligible more readily than they would otherwise have been if overlaid by laborious dissertations upon the cases and effects of decisions on disputed points. Mr. Crump enhances the value of his book by naming the authorities from whence he derives his information. Mr. Crump, we may observe, in this treatise of the law of Average and Insurance, has supplied a ready armoury of reference."—*Shipping and Mercantile Gazette.*

## Chadwick's Probate Court Manual, corrected to 1876.

Royal 8vo., 12*s.* cloth.

EXAMPLES of ADMINISTRATION BONDS for the COURT of PROBATE; exhibiting the Principle of various Grants of Administration, and the correct Mode of preparing the Bonds in respect thereof; also Directions for preparing the Oaths, arranged for practical utility. With Extracts from the Statutes; also various Forms of Affirmation prescribed by Acts of Parliament, and a Supplemental Notice, bringing the work down to 1865. By SAMUEL CHADWICK, of Her Majesty's Court of Probate.

"We undertake to say that the possession of this volume by practitioners will prevent many a hitch and awkward delay, provoking to the lawyer himself and difficult to be satisfactorily explained to the clients."—*Law Magazine and Review.*

"Mr. Chadwick's volume will be a necessary part of the law library of the practitioner, for he has collected precedents that are in constant requirement. This is purely a book of practice, but therefore the more valuable. It tells the reader what *to do*, and that is the information most required after a lawyer begins to practise."—*Law Times.*

## Glen's Poor Law Orders.—Seventh Edition.

Post 8vo., 21*s.* cloth.

The GENERAL CONSOLIDATED and other ORDERS of the POOR LAW COMMISSIONERS and the POOR LAW BOARD; with explanatory Notes elucidating the Orders, Tables of Statutes, Cases and Index to the Orders and Cases. By W. C. GLEN, Esq., Barrister at Law. Seventh Edition.

## Bulley and Bund's Bankruptcy Manual: with Supplement.

12mo., 16*s.* cloth.

A MANUAL of the LAW and PRACTICE of BANKRUPTCY as Amended and Consolidated by the Statutes of 1869: with an APPENDIX containing the Statutes, Orders and Forms. By JOHN F. BULLEY, B.A., of the Inner Temple, Esq., Barrister at Law, and J. W. WILLIS-BUND, M.A., LL.B., of Lincoln's Inn, Esq., Barrister at Law. With Supplement, including the Orders to 30th April, 1870.

THE SUPPLEMENT *may be had separately*, 1*s. sewed.*

## Coombs' Manual of Solicitors' Bookkeeping.

8vo., 10*s.* 6*d.* cloth.

A MANUAL of SOLICITORS' BOOKKEEPING: comprising Practical Exemplifications of a Concise and Simple Plan of Double Entry, with Forms of Account and other Books relating to Bills, Cash, &c., showing their Operation, giving Instructions for Keeping, Posting and Balancing them, and Directions for Drawing Costs, adapted to a large or small, sole or partnership business. By W. B. COOMBS, Law Accountant and Costs Draftsman.

*** *The various Account Books described in the above System, the forms of which are copyright, may be had from the Publishers at the prices stated in the work, page* 274.

"It adds some excellent instructions for drawing bills of costs. Mr. Coombs is a practical man, and has produced a practical book."—*Law Times.*

"He has performed his task in a masterly manner, and in doing so has given the why and the wherefore of the whole system of Solicitors' Bookkeeping. The volume is the most comprehensive we remember to have seen on the subject, and from the clear and intelligible manner in which the whole has been worked out it will render it unexceptionable in the hands of the student and the practitioner."—*Law Magazine.*

"So clear do the instructions appear, that a tyro of average skill and abilities, with application, could under ordinary circumstances open and keep the accounts of a business; and, so far as we can judge, the author has succeeded in his endeavour to divest Solicitors' Bookkeeping of complexity, and to be concise and simple, without being inefficient."—*Law Journal.*

"This is not merely a valuable addition to the library of every solicitor, it is a book that every articled clerk, now that intermediate examinations embrace bookkeeping, will be read with profit and benefit to himself. It may be fairly said to exhaust the subject of which it treats."—*Solicitors' Journal.*

## Folkard on Slander and Libel.—4th Edition.

One thick Volume, 45*s.* cloth.

THE LAW of SLANDER and LIBEL (founded on Starkie's Treatise), including the Pleading and Evidence, Civil and Criminal, adapted to the present Procedure: also Malicious Prosecutions and Contempt of Court. By HENRY C. FOLKARD, Esq, Barrister at Law. Fourth Edition.

## Hertslet's Commercial Treaties.

12 vols., 8vo., 14*l.* 15*s.* boards.

HERTSLET'S TREATIES of Commerce, Navigation, Slave Trade, Post Office Communications, Copyright, &c., at present subsisting between Great Britain and Foreign Powers. Compiled from Authentic Documents by EDWARD HERTSLET, Esq., C.B., Librarian and Keeper of the Papers of the Foreign Office.

*** *Vol.* 1, *price* 12*s.*; *Vol.* 2, *price* 12*s.*; *Vol.* 3, *price* 18*s.*; *Vol.* 4, *price* 18*s.*; *Vol.* 5, *price* 20*s.*; *Vol.* 6, *price* 25*s.*; *Vol.* 7, *price* 30*s.*; *Vol.* 8, *price* 30*s.*; *Vol.* 9, *price* 30*s.*; *Vol.* 10, *price* 30*s.*; *Vol.* 11, *price* 30*s.*; *Vol.* 12, *price* 40*s.*; *may be had separately to complete sets. Vol.* 12 *includes an Index of Subjects to the Twelve published Volumes, which Index is also sold separately, price* 10*s. cloth.*

## Hertslet's Treaties on Trade and Tariffs.

In royal 8vo.

TREATIES and TARIFFS regulating the Trade between Great Britain and Foreign Nations, and Extracts of the Treaties between Foreign Powers, containing "Most Favoured Nation" Clauses applicable to Great Britain in force on the 1st January, 1875. By EDWARD HERTSLET, Esq., C.B., Librarian and Keeper of the Papers of the Foreign Office. Part I.—*Austria*, 7*s.* 6*d.* cloth. Part II.—*Turkey*, 15*s.* cloth.

"This is one of a series of valuable works bearing on the trade of England and foreign nations, the present instalment dealing with our commercial relations with Turkey."—*Standard.*

## Wills on Circumstantial Evidence.—Fourth Edition.

8vo., 10*s.* cloth.

AN ESSAY on the PRINCIPLES of CIRCUMSTANTIAL EVIDENCE. Illustrated by numerous Cases. By the late WILLIAM WILLS, Esq. Fourth Edition, edited by his Son, ALFRED WILLS, Esq., Barrister at Law.

## Dr. Tristram's Probate Contentious Practice.—7th Edit.

In 1 vol. 8vo., cloth.

THE CONTENTIOUS PRACTICE OF THE PROBATE DIVISION OF THE HIGH COURT OF JUSTICE. By T. H. TRISTRAM, D.C.L., Advocate and Barrister at Law (and one of the compilers of the Rules and Orders under the Supreme Court of Judicature Acts). Seventh Edition. (*In the Press.*)

## Trower's Church Building Laws, 1874.

Post 8vo., 9*s.* cloth.

THE LAW of the BUILDING of CHURCHES, PARSONAGES, and SCHOOLS, and of the Division of Parishes and Places. By CHARLES FRANCIS TROWER, M.A., of the Inner Temple, Esq., Barrister at Law, late Fellow of Exeter College, Oxford, and late Secretary of Presentations to Lord Chancellor Westbury.

"We may pronounce it a useful work. It contains a great mass of information of essential import, and those who, as parishioners, legal advisers, or clergymen, are concerned with glebes, endowments, district chapelries, parishes, ecclesiastical commissions, and such like matters, about which the public, and notably the clerical public, seem to know but little, but which it is needless to say are matters of much importance."—*Solicitors' Journal.*

"His book is just the one we could wish every clergyman to possess, for if it was in the hands of our readers they would be saved the trouble of asking us very many questions."—*Clerical Journal.*

"In a well-arranged volume this gentleman points out concisely and intelligibly how the difficulties which usually beset parties in such matters may be avoided."—*Oxford University Herald.*

"On all the topics germane to its title this volume will be found a handy book of ecclesiastical law, and should on that account be made widely known among the clergy."—*Church Mail.*

"It is a compact and handy treatise, very clearly written, well arranged, easy of reference, and, besides a good table of contents, it has an elaborate index. It is a book we are glad to have and to recommend."—*Literary Churchman.*

## Parkinson's Common Law Chamber Practice.

12mo., 7*s.* cloth.

A HANDY BOOK FOR THE COMMON LAW JUDGES' CHAMBERS. By GEO. H. PARKINSON, Chamber Clerk to the Hon. Mr. Justice Byles.

## Latham's Law of Window Lights.

Post 8vo., 10*s.* cloth.

A TREATISE on the LAW of WINDOW LIGHTS. By FRANCIS LAW LATHAM, of the Inner Temple, Esq., Barrister at Law.

"This is not merely a valuable addition to the law library of the practitioner, it is a book that every law student will read with profit. It exhausts the subject of which it treats."—*Law Times.*

"His arrangement is logical, and he discusses fully each point of his subject. The work, in our opinion, is both perspicuous and able, and we cannot but compliment the author on it"—*Law Journal.*

## Drewry's Equity Pleader.

12mo., 6*s.* cloth.

A CONCISE TREATISE on the PRINCIPLES of EQUITY PLEADING; with Precedents. By C. STEWART DREWRY, of the Inner Temple, Esq., Barrister at Law.

"It will be found of great utility as introductory to the more elaborate treatises, or to refresh the memory after the study of the larger books."—*Law Times.*

## Lushington's Naval Prize Law.

Royal 8vo., 10*s.* 6*d.* cloth.

A MANUAL of NAVAL PRIZE LAW. By GODFREY LUSHINGTON, of the Inner Temple, Esq., Barrister at Law.

## Saunders' Law of Negligence.

1 vol., post 8vo., 9*s.* cloth.

**A TREATISE on the LAW applicable to NEGLIGENCE. By THOMAS W. SAUNDERS, Esq., Barrister at Law, Recorder of Bath.**

"The book is admirable; while small in bulk, it contains everything that is necessary, and its arrangement is such that one can readily refer to it. Amongst those who have done good service, Mr. Saunders will find a place."—*Law Magazine.*

"In the useful little volume now before us he has gathered the whole law of negligence. All his works are distinguished by painstaking and accuracy. This one is no exception; and the subject, which is of very extensive interest, will insure for it a cordial welcome from the profession."—*Law Times.*

"The references to the cases are given much more fully, and on a more rational system than is common with text book writers. He has a good index; he has produced a work which will facilitate reference to the authorities."—*Solicitors' Journal.*

"As a work of reference the book will be very welcome in the office of the solicitor or in the chambers of the barrister."—*Morning Advertiser.*

"A short and clear treatise like the present on the law relating to the subject ought to be welcomed. It is a moderate size volume, and makes references to all the authorities on the question easy."—*Standard.*

"It is a great advantage to the legal profession to find all the law of negligence collected and arranged in a manual of reasonable size. Such is Mr. Saunders' book."—*Public Opinion.*

"A serviceable and seasonable treatise on the law of negligence, by Thomas W. Saunders, Esq., Recorder of Bath."—*Telegraph.*

"A careful treatise on a branch of law which is daily acquiring importance. The manual before us is a useful treatise."—*Echo.*

## Ingram's Law of Compensation.—2nd Edit. by Elmes.

Post 8vo., 12*s.* cloth.

**COMPENSATION to LAND and HOUSE OWNERS: being a Treatise on the Law of the Compensation for Interests in Lands, &c. payable by Railway and other Public Companies; with an Appendix of Forms and Statutes. By THOMAS DUNBAR INGRAM, of Lincoln's Inn, Esq., Barrister at Law. Second Edition. By J. J. ELMES, of the Inner Temple, Esq., Barrister at Law.**

"We say at once that it is a work of great merit. It is a concise, clear and complete exposition of the law of compensation applicable to the owners of real property and railway and other companies."—*Law Magazine.*

"Whether for companies taking land or holding it, Mr. Ingram's volume will be a welcome guide. With this in his hand the legal adviser of a company, or of an owner and occupier whose property is taken, and who demands compensation for it, cannot fail to perform his duty rightly."—*Law Times.*

"This work appears to be carefully prepared as regards its matter. This edition is a third larger than the first; it contains twice as many cases, and an enlarged index. It was much called for, and doubtless will be found very useful to the practitioner."—*Law Magazine, second notice.*

## Cutler's Law of Naturalization.

12mo., 3*s.* 6*d.* cloth.

**THE LAW of NATURALIZATION; as Amended by the Acts of 1870. By JOHN CUTLER, B.A., of Lincoln's Inn, Barrister at Law, Editor of "Powell's Law of Evidence," &c.**

"The author's position as Professor of English Law and Jurisprudence is a guarantee of his legal competence, whilst his literary abilities have enabled him to clothe his legal knowledge in language which laymen can understand without being misled by it."—*John Bull.*

"Mr. Cutler, in the work before us, lucidly explains the state of the law previous to the recent statute, and shows the alterations produced by it, so that a careful perusal of this book will enable the reader fully to comprehend the present state of the law upon this most important subject."—*Justice of the Peace.*

"This little work will be found of use to our countrymen resident abroad, as well as to foreigners resident in this country."—*Public Opinion.*

"The book is a model of what a treatise of its kind should be."—*Sunday Times.*

"A very convenient hand-book to the law of naturalization, as amended by the Acts of 1870."—*Weekly Times.*

"To anyone not having much previous acquaintance with the subject, who wishes for a general sketch of the law affecting aliens, as it was, and as it is now, this book will be useful."—*Solicitors' Journal.*

"It has been carefully compiled, and the authorities referred to are accurately cited."—*Pall Mall Gazette.*

## Hunt on Frauds and Bills of Sale.

Post 8vo., 9*s.* cloth.

The LAW relating to FRAUDULENT CONVEYANCES, under the Statutes of Elizabeth and the Bankrupt Acts: with Remarks on the Law relating to Bills of Sale. By ARTHUR JOSEPH HUNT, of the Inner Temple, Esq., Barrister at Law, Author of "The Law relating to Boundaries, Fences and Foreshores."

"This work is calculated to be of service to the profession. Mr. Hunt has brought to bear upon the subject a clearness of statement, an orderliness of arrangement and a subtlety of logical acuteness which carry him far towards a complete systematization of all the cases. Neither has his industry been lacking: the cases that have arisen under the Bankruptcy Act, 1869, and under the Bills of Sale Act have been carefully and completely noted up and disposed of by him in their appropriate places. The index also is both accurate and careful and secures much facility of reference to the various matters which are the subjects of the work."—*Law Magazine.*

"Though smaller in size, Mr. Hunt's book deals with fraudulent conveyances under the Bankruptcy Acts, a subject which Mr. May in his work left almost untouched, although his book has the undoubted merit of being the first to break fresh ground in treating fraudulent conveyances in a separate volume. In reviewing that book last year we took occasion, while praising the industry and care with which it was compiled, to remark on the obscurity of its style. In this respect its younger rival has considerable advantage. Mr. Hunt's book is as readable as a treatise on so technical a subject can well be made. Mr. Hunt's arrangement of his materials follows an orderly and intelligible plan. The index is apparently carefully prepared, and the table of cases shews that none of the recent cases have been overlooked. Mr. Hunt has produced a really useful book unencumbered by useless matter, which deserves great success as a manual of the law of fraudulent dispositions of property."—*Law Journal.*

"The author has collected with industry and care the authorities bearing on the question he has undertaken to deal with. The matter is conveniently broken up, and the reader is assisted by a good index."—*Solicitors' Journal.*

## Fry's Specific Performance of Contracts.

8vo., 16*s.* cloth.

A TREATISE on the SPECIFIC PERFORMANCE of CONTRACTS, including those of Public Companies, with a Preliminary Chapter on the Provisions of the Chancery Amendment Act, 1858. By EDWARD FRY, B.A., of Lincoln's Inn, Esq., one of Her Majesty's Counsel.

The practitioner who uses it as a text book will find in it an adviser who will tell him not only what the law is, but how it may be enforced."—*Law Times.*

"Mr. Fry's work presents in a reasonable compass a large quantity of modern learning on the subject of contracts, with reference to the common remedy by specific performance, and will thus be acceptable to the profession generally."—*Law Chronicle.*

"Mr. Fry's elaborate essay appears to exhaust the subject, on which he has cited and brought to bear, with great diligence, some 1,500 cases, which include those of the latest reports."—*Law Magazine and Review.*

## Wright's Law of Conspiracy.

8vo., 4*s.* cloth.

THE LAW of CRIMINAL CONSPIRACIES and AGREEMENTS. By R. S. WRIGHT, of the Inner Temple, Barrister at Law, Fellow of Oriel Coll., Oxford.

## Michael and Will's Law of Gas and Water Supply.

Post 8vo., 18*s.* cloth.

THE LAW of GAS and WATER SUPPLY; comprising the Rights and Duties as well of Local Authorities as of Private Companies in regard thereto, and including the Legislation of the last Session of Parliament. By W. H. MICHAEL and J. SHIRESS WILL, Esqrs., Barristers at Law.

"An honest and a successful attempt to deal with the laws affecting gas and water supply."—*Law Journal.*

"We feel thoroughly justified in recommending the volume to the attention of the companies, the public and the profession."—*Law Times.*

"On the whole, we can thoroughly recommend the work to those who require guidance on the subject."—*Solicitors' Journal.*

## Glen's Law of Highways.—Third Edition.

In the Press. Post 8vo.

The LAW of HIGHWAYS: comprising the Highway Acts 1835, 1862 and 1864; the South Wales Highway Act; the Statutes and Decisions of the Courts on the subject of Highways, Bridges, Ferries, &c., including the Duties of Highway Boards, Surveyors of Highways, the Law of Highways in Local Board of Health Districts; Highways affected by Railways, and Locomotives on Highways. With an Appendix of Statutes in force relating to Highways. By W. CUNNINGHAM GLEN, Esq., Barrister at Law. Third Edition.

## Glen's Law of Public Health.—Eighth Edition.

Just published, 8vo., 30*s.* cloth.

THE LAW relating to PUBLIC HEALTH and LOCAL GOVERNMENT, and Urban and Rural Sanitary Authorities, including the Law relating to the Removal of Nuisances injurious to Health and the Prevention of Disease; with Statutes and Cases. By W. CUNNINGHAM GLEN and ALEXANDER GLEN, B.A., LL.B., Barristers at Law. Eighth Edition.

"The Public Health Act, 1875, rendered the production of a new edition of this standard work imperative, and it forms an important feature, it being given *in extenso*, with appropriate notes and decisions of the Courts upon the relative sections of the repealed Acts inserted at the ends of the sections. The remainder of the work comprises Acts expressly referred to by the Public Health Act as giving powers to local authorities, and other Acts of analogous character, including the recent Act for the Improvement of Artizans' and Labourers' Dwellings. The notes to the sections show that great care and industry have been bestowed upon them, all the recent cases being annotated. Messrs. Glen have made this edition thoroughly worthy of the reputation long since acquired by the senior editor." —*From the Law Times, March 18th*, 1876.

## Glen's Local Board Election Manual.

Post 8vo., 8*s.* 6*d.* cloth.

THE CONSTITUTION OF LOCAL GOVERNMENT DISTRICTS and ELECTION OF LOCAL BOARDS under the Public Health Act, 1875, 38 & 39 Vict. c. 55. By ALEXANDER GLEN, M.A., LL.B., Cantab., of the Middle Temple, Barrister at Law.

## Holland on the Form of the Law.

8vo., 7*s.* 6*d.* cloth.

ESSAYS upon the FORM of the LAW. By THOMAS ERSKINE HOLLAND, M.A., Fellow of Exeter College, and Chichele Professor of International Law in the University of Oxford, and of Lincoln's Inn, Barrister at Law.

## Heales's History and Law of Pews.

2 vols. 8vo., 16*s.* cloth.

The HISTORY and LAW of CHURCH SEATS or PEWS. By ALFRED HEALES, F.S.A., Proctor in Doctors' Commons.

"Great pains have evidently been taken in the compilation of this work, which exhibits throughout an immense amount of research and a careful arrangement of cases and extracts."—*Law Magazine.*

"For original research and faithful labour in verifying references no other writer can lay any claim to come anywhere near Mr. Heales." —*Solicitors' Journal.*

## Smith's Practice of Conveyancing.

Post 8vo., 6*s.* cloth.

AN ELEMENTARY VIEW of the PRACTICE of CONVEYANCING in SOLICITORS' OFFICES; with an Outline of the Proceedings under the Transfer of Land and Declaration of Title Acts, 1862, for the use of Articled Clerks. By EDMUND SMITH, B.A., late of Pembroke College, Cambridge. Attorney and Solicitor.

## Tomkins' Institutes of Roman Law.

Part I. royal 8vo. (to be completed in Three Parts) 12*s.* cloth.

THE INSTITUTES OF THE ROMAN LAW. PART I. The Sources of the Roman Law and its external History to the decline of the Eastern and Western Empires. By FREDERICK J. TOMKINS, M.A., D.C.L., Barrister at Law, of Lincoln's Inn.

## Gaius's Roman Law, by Tomkins and Lemon.

Complete in 1 vol. 8vo., 27*s.* cloth extra.

THE COMMENTARIES OF GAIUS ON THE ROMAN LAW: with an English Translation and Annotations. By FREDERICK J. TOMKINS, Esq., M.A., D.C.L., and WILLIAM GEORGE LEMON, Esq., LL.B. Barristers at Law, of Lincoln's Inn.

## Williams's Common Law Pleading and Practice.

8vo., 12*s.* cloth.

An INTRODUCTION to PRACTICE and PLEADING in the SUPERIOR COURTS of LAW, embracing an outline of the whole proceedings in an Action at Law, on Motion, and at Judges' Chambers; together with the Rules of Pleading and Practice, and Forms of all the principal Proceedings. By WATKIN WILLIAMS, Esq., M.P., of the Inner Temple, Barrister at Law.

"For the Student especially the book has features of peculiar value, it is at the same time scientific and practical, and throughout the work there is a judicious union of general principles with a practical treatment of the subject, illustrated by forms and examples of the main proceedings."—*Jurist.*

## Smith's Bar Education.

8vo., 9*s.* cloth.

A HISTORY of EDUCATION for the ENGLISH BAR, with SUGGESTIONS as to SUBJECTS and METHODS of STUDY. By PHILIP ANSTIE SMITH, Esq., M.A., LL.B., Barrister at Law.

## Browning's Divorce and Matrimonial Causes Practice.

Post 8vo., 8*s.* cloth.

THE PRACTICE and PROCEDURE of the COURT for DIVORCE and MATRIMONIAL CAUSES, including the Acts, Rules, Orders, copious Notes of Cases and Forms of Practical Proceedings, with Tables of Fees and Bills of Costs. By W. ERNST BROWNING, Esq., Barrister at Law.

## Redman's Law of Arbitrations and Awards.

8vo., 12*s.* cloth.

A CONCISE TREATISE on the LAW of ARBITRATIONS and AWARDS, with an Appendix of Precedents and Statutes. By JOSEPH HAWORTH REDMAN, of the Middle Temple, Esq., Barrister at Law.

"Mr. Redman goes straight through his task, and gives his cases at the end of his propositions. The chief merit of the work is the singular lucidity with which the law is expounded. We give the work all the praise which it can claim when we say that the arrangement is good, the style clear, and the work exhaustive. There is a useful appendix of precedents and statutes, and a very good index."—*Law Times.*

"This is likely to prove a useful book in practice. All the ordinary law on the subject is given shortly and in a convenient and accessible form, and the index is a good one. The book is of a portable size and moderate price, and contains a fairly complete appendix of precedents. It is likely enough that it will meet a demand both in the profession and amongst lay arbitrators."—*Solicitors' Journal.*

"It is a concise statement of the law on the questions which are likely to arise in the course of a reference or in subsequent proceedings which may be taken in regard to it. The precedents of awards are clearly and concisely drawn. The arrangement of chapters is conveniently managed. The law is clearly stated, and, so far as we can judge, all the important cases bearing directly on the subject are given, while the index appears reasonably copious. These facts, combined with the smallness of the volume, ought to make the book a success."—*Law Journal.*

## Powell's Law of Inland Carriers.—Second Edition.

8vo., 14*s.* cloth.

THE LAW OF INLAND CARRIERS, especially as regulated by the Railway and Canal Traffic Act, 1854. By EDMUND POWELL, Esq., of Lincoln College, Oxon, M.A., and of the Western Circuit, Barrister at Law, Author of "Principles and Practice of the Law of Evidence." Second Edition, almost re-written.

"Mr. Powell's writing is singularly precise and condensed, without being at all dry, as those who have read his admirable Book of Evidence will attest. It will be seen, from our outline of the contents, how exhaustively the subject has been treated, and that it is entitled to be, that which it aspires to become, the text book on the Law of Carriers."—*Law Times.*

"The two chapters on the Railway and Canal Traffic Act, 1856, are quite new, and the recent cases under the provisions of that statute are analyzed in lucid language."—*Law Magazine.*

## Davis's Criminal Law Consolidation Acts.

12mo., 10*s.* cloth.

THE NEW CRIMINAL LAW CONSOLIDATION ACTS, 1861; with an Introduction and practical Notes, illustrated by a copious reference to Cases decided by the Court of Criminal Appeal. Together with alphabetical Tables of Offences, as well those punishable upon Summary Conviction as upon Indictment, and including the Offences under the New Bankruptcy Act, so arranged as to present at one view the particular Offence, the Old or New Statute upon which it is founded, and the Limits of Punishment; and a full Index. By JAMES EDWD. DAVIS, Esq., Barrister at Law.

## Lovesy's Law of Arbitration (Masters and Workmen).

12mo., 4*s.* cloth.

(*Dedicated, by permission, to Lord St. Leonards.*)

THE LAW of ARBITRATION between MASTERS and WORKMEN, as founded upon the Councils of Conciliation Act of 1867 (30 & 31 Vict. c. 105), the Masters and Workmen Act (5 Geo. 4, c. 96), and other Acts, with an Introduction and Notes. By C. W. LOVESY, Esq., of the Middle Temple, Barrister at Law, now one of Her Majesty's Judges, British Guiana.

## Dowell's Income Tax Laws.

8vo., 12*s.* 6*d.* cloth.

THE INCOME TAX LAWS at present in force in the United Kingdom, with Practical Notes, Appendices and a copious Index. By STEPHEN DOWELL, M.A., of Lincoln's Inn, Assistant Solicitor of Inland Revenue.

"Only men thoroughly conversant with the subject could have prepared it, and despite Mr. Dowell's knowledge it must have been a heavy labour. To commissioners and all concerned in the working of the Income Tax Mr. Dowell's book will be of great value."—*Law Journal.*

"We cannot doubt that the work will prove of much service to persons engaged in the administration of the Income Tax laws, and to the practitioner on the points which frequently arise in reference to those laws."—*Solicitors' Journal.*

"A collection of the Income Tax Acts made easy of reference by a copious index. The acts are connected together by cross-references, and for practical purposes the compilation must prove very useful."—*Law Times.*

"We can honestly commend Mr. Dowell's work to our readers as being well done in every respect. They will find it a neatly written and complete history and explanation of the Stamp duties; and they will also find the Act of 1870 set out completely and clearly set before them in a good bold type, easy of reference and supported in its utility by a good index."—*Law Magazine.*

"Mr. Dowell has collected and accompanied with notes of reference and decided cases all the Statutes directly or indirectly bearing upon this subject. A full and well-constructed index completes the volume. Mr. Dowell's official position eminently fits him for the work he has undertaken, and his history of the Stamp Laws shows how carefully and conscientiously he performs what he undertakes."—*Justice of the Peace.*

## Dowell's Stamp Duties and Stamp Laws.

8vo., 12*s.* 6*d.* cloth.

A HISTORY and EXPLANATION of the STAMP DUTIES, from their commencement to the present time, the past and the present State of the Stamp Laws, the System and the Administration of the Tax, Observations on the Stamp Duties in Foreign Countries; *the Stamp Laws at present in force in the United Kingdom;* with Notes, Appendices and a copious Index. By STEPHEN DOWELL, M.A., of Lincoln's Inn, Assistant Solicitor of Inland Revenue.

"This is a work of some power. The author is evidently master of his subject. The style of the composition is singularly felicitous and makes the subject—a rather thorny one—clear and intelligible."—*Law Times.*

"There is justification for Mr. Dowell's appearance before the public, for he gives a good deal of useful information. Statesmen who contemplate future legislation, judges whose duty it is to administer the law, and officials who have to carry out practical details will pay a well merited tribute to the industry which places before them the law as it stands with a sketch of the steps which have led up to it."—*Athenæum.*

"This book belongs to a class which we are glad to think is becoming increasingly popular. It is written by a man who is practically conversant with the subject of which he treats."—*Spectator.*

## Wigram on Extrinsic Evidence as to Wills.

Fourth Edition. 8vo., 11*s.* cloth.

AN EXAMINATION OF THE RULES OF LAW respecting the Admission of EXTRINSIC EVIDENCE in Aid of the INTERPRETATION OF WILLS. By the Right Hon. Sir JAMES WIGRAM, Knt. The Fourth Edition, prepared for the press with the sanction of the learned Author, by W. KNOX WIGRAM, M.A., of Lincoln's Inn, Esq., Barrister-at-Law.

"In the celebrated treatise of Sir James Wigram, the rules of law are stated, discussed and explained in a manner which has excited the admiration of every judge who has had to consult it."—*Lord Kingsdown, in a Privy Council Judgment, July 8th,* 1858.

## Clifford and Stephens's Practice of Referees Court, 1873.

2 Vols., royal 8vo., 3*l.* 10*s.* cloth.

THE PRACTICE of the COURT of REFEREES on PRIVATE BILLS in PARLIAMENT, with Reports of Cases as to the *locus standi* of Petitioners during the Sessions 1867-68-69-70-71 and 72. By FREDERICK CLIFFORD and PEMBROKE S. STEPHENS, Barristers-at-Law.

Just published, royal 8vo., Vol. I. Part I., price 31*s.* 6*d.*

In continuation of the above.

CASES DECIDED DURING THE SESSIONS 1873, 1874, and 1875 by the COURT of REFEREES on PRIVATE BILLS in PARLIAMENT. By FREDERICK CLIFFORD and A. G. RICKARDS, Esqs., Barristers at Law.

"The Reports are well indexed, and bring down the decided cases to the end of 1875. As to the mode in which Messrs. Clifford and Rickards have executed the work, it will be sufficient to say that these Reports are a continuance of the series of 'Clifford and Stephens's Reports,' which began in 1867, and seem to be marked by the same care and accuracy which have made these Reports a standard for reference and quotation by practitioners and the Court itself."—*Times, March* 10, 1876.

"This is a volume of reports which, we think, will prove of very great use to any one practising or interested in cases before the referees. On the whole it is well done. Notwithstanding the slight defects mentioned, the book is really a very useful one, and will doubtless commend itself to Parliamentary practitioners."—*Law Times.*

## Cutler and Griffin's Indian Criminal Law.

8vo., 6*s.* cloth.

AN ANALYSIS of the INDIAN PENAL CODE (including the Indian Penal Code Amendment Act, 1870), with Notes. By JOHN CUTLER, B.A., of Lincoln's Inn, Barrister at Law, Professor of English Law and Jurisprudence, and Professor of Indian Jurisprudence at King's College, London, and EDMUND FULLER GRIFFIN, B.A., of Lincoln's Inn, Barrister at Law.

"It may be added that the code is just at at present out of print, so that the production of an analysis at the present moment is especially opportune. Messrs. Cutler and Griffin have produced a useful little book, and produced it at a time when it will be especially useful."—*Solicitors' Journal.*

"This analysis of the Indian Penal Code seems to have conferred a great boon on the Indian practitioner, and will doubtless be of use to professional men in England. It has a good index."—*Law Magazine.*

"This is a work intended for students and for practitioners in India. Knowing how well the same authors edited the Indian portion of Powell on Evidence, we should be content to take it on the faith of their reputation only. The mode of analysis is very clear and brings well forward the prominent features of the code."—*Law Times.*

## Field's Regulations of the Bengal Code.

1 vol., royal 8vo., 42*s.* cloth.

THE REGULATIONS OF THE BENGAL CODE, Edited, with Chronological Tables of Repeal and Amendment, and an Introduction. By C. D. FIELD, of the Inner Temple, Barrister at Law, and of H.M.'s Bengal Civil Service.

## Field's Table of, and Index to, Indian Statute Law.

Demy 4to., 42*s.* cloth.

A CHRONOLOGICAL TABLE of and INDEX to the INDIAN STATUTE-BOOK from the Year 1834, with a General Introduction to the Statute Law of India; with a SUPPLEMENT bringing the work down to August, 1872. By C. D. FIELD, M.A., LL.D., of the Inner Temple, Barrister at Law, and of H.M.'s Bengal Civil Service.

## Field's Law of Evidence in British India.

8vo., 28*s.* cloth.

THE LAW OF EVIDENCE AS ADMINISTERED IN BRITISH INDIA. By C. D. FIELD, LL.D., of the Inner Temple, Barrister at Law, and of H. M.'s Bengal Civil Service. Second Edition, containing the New Code of Evidence passed by the Legislative Council of India.

# THE LAW EXAMINATION JOURNAL.

Edited by HERBERT NEWMAN MOZLEY, M.A.,
Fellow of King's College, Cambridge; and of Lincoln's Inn, Esq., Barrister-at-Law.

*Published in Hilary, Easter, Trinity and Michaelmas Sittings in each year. Price* 1*s.*, *by post* 1*s* 1*d. annual subscription, payable in advance,* 4*s.*, *by post,* 4*s.* 4*d. All the back Numbers may be had.*

**No. 26.** Hilary, 1876.—I. The New Rules relating to Examinations. II. The Statutes of 1875 (Second Notice). III. Digest of Cases. IV. Intermediate Examination, Michaelmas Sittings, 1875: Questions and Answers. V. Final Examination, Hilary Sittings, 1876: Questions and Answers. VI. Reviews. VII. Correspondence and Notices.

No. **25.** Michaelmas, 1875.—I. Statute of Fraudulent Conveyances, 13 Eliz. c. 5. II. Statutes of 1875 (First Notice). III. Digest of Cases. IV. Intermediate Examination, Trinity Term, 1875: Questions and Answers. V. Final Examination, Michaelmas Term, 1875: Questions and Answers. VI. Reviews of Books. VII. Correspondence and Notices.

No. **24.** Trinity, 1875.—I. The Statute of Uses, continued. II. Digest of Cases. III. Intermediate Examination, Easter Term, 1875: Questions and Answers. IV. Final Examination, Trinity Term, 1875: Questions and Answers. V. A New Law Dictionary. VI. Correspondence and Notices.

No. **23.** Easter, 1875.—I. The Statute of Uses. II. The Statutes of 1874 (Third Notice). III. Digest of Cases. IV. Intermediate Examination, Hilary Term, 1875: Questions and Answers. V. Final Examination, Easter Term, 1875: Questions and Answers. VI. Correspondence and Notices.

No. **22.** Hilary, 1875.—I. The Statute of Frauds in relation to Contracts of Sale: Sale *v.* Lambert and Potter *v.* Duffield. II. The Statutes of 1874 (Second Notice). III. Digest of Cases. IV. Intermediate Examination, Michaelmas Term, 1874: Questions and Answers. V. Final Examination, Hilary Term, 1875: Questions and Answers. VI. Notice of Intermediate Examinations for 1875. VII. Correspondence and Notices.

No. **21.** Michaelmas, 1874.—I. The Statutes of 1874 (First Notice). II. Digest of Cases. III. Intermediate Examination Questions and Answers (T. T. 1874). IV. Final Examination Questions and Answers (M. T. 1874). V. Reviews of Books. VI. Correspondence and Notices.

No. **20.** Trinity, 1874.—I. Legislative Prospects of the Session. II. Digest of Cases. III. Intermediate Examination, Easter Term, 1874: Questions and Answers. IV. Final Examination, Trinity Term, 1874: Questions and Answers. V. Reviews. VI. Correspondence and Notices.

No. **19.** Easter, 1874.—I. Leading Cases (continued). II. Digest of Cases. III. Intermediate Examination, H. T. 1874: Questions and Answers. IV. Final Examination, E. T. 1874: Questions and Answers. V. Review. 7th Edit. of Stephen's Blackstone's Commentaries. VI. Correspondence.

No. **18.** Hilary, 1874.—I. Statutes of 1873 (Second Notice, including the Supreme Court of Judicature Act and subsequent Statutes). II. Digest of Cases. III. Intermediate Examination, Michaelmas Term, 1873: Questions and Answers. IV. Final Examination, Hilary Term, 1874: Questions and Answers. V. Correspondence and Notices.

No. **17.** Michaelmas, 1873.—I. Leading Cases (Note by the Editor). II. Statutes of 1873 (First Notice). III. Digest of Cases. IV. Intermediate Examination, T. T. 1873: Questions and Answers. V. Final Examination, M. T. 1873: Questions and Answers. VI. Notice of Intermediate Examination for 1874. VII. Reviews of Books. VIII. Law Student's Societies. IX. Correspondence.

No. **16.** Trinity, 1873.—I. The Study of the Law, concluded. II. Leading Cases—Spencer's Case, continued. III. Digest of Cases. IV. Intermediate Examination, Easter, 1873: Questions and Answers. V. Final Examination, Trinity, 1873: Questions and Answers. VI. A Review—Kelly's Draftsman. VII. Correspondence and Notices.

No. **15.** Easter, 1873.—I. The Study of the Law, continued. II. Analysis of Leading Cases. III. Digest of Cases. IV. Intermediate Examination, H. T. 1873: Questions and Answers. V. Final Examination, E. T. 1873: Questions and Answers. VI. Correspondence and Notices.

No. **14.** Hilary, 1873.—I. The Study of the Law, continued. II. Digest of Cases. III. Intermediate Examination, M. T. 1872: Questions and Answers. IV. Final Examination, H. T. 1873: Questions and Answers. V. Reviews. VI. Answers to Correspondents and Notices.

No. **13.** Michaelmas, 1872.—I. Public Prosecutors, concluded. II. The Statutes of 1872. III. Digest of Cases. IV. Intermediate Examination, Trinity Term, 1872: Questions and Answers. V. Final Examination, Michaelmas Term, 1872: Questions and Answers. VI. Reviews. VII. Answers to Correspondents and Notices.

No. **12.** Trinity, 1872.—I. Public Prosecutors, continued. II. Study of the Law, continued. III. Digest of Cases. IV. Intermediate Examination, Easter Term, 1872: Questions and Answers. V. Final Examination, Trinity Term, 1872: Questions and Answers. VI. Law Students' Congress, Birmingham: Law Examinations. VII. Review. VIII. Answers to Correspondents.

No. **11.** Easter, 1872.—I. The Study of the Law. II. Legislative Prospects of the Session. Married Women's Property Act Amendment Bill. Imperial Court of Appeal. III. Digest of Cases IV. Intermediate Examination Questions and Answers. Hilary Term, 1872. V. Final Examination Questions and Answers. Easter Term, 1872. VI. Answers to Correspondents.

No. **10.** Hilary, 1872.—I. Notice of the late Editor. II. The Study of the Law. III. Digest of Cases. IV. Intermediate Examination Questions and Answers. V. Final Examination Questions and Answers. VI. Answers to Correspondents.

No. **9.** Michaelmas, 1871.—I. On Examinations. II. The Subject of Public Prosecutors (continued). III. Digest of Cases. IV. Intermediate Examination Questions on Chitty, Williams and Smith, Trinity, 1871, with Answers. V. Final Examination Questions and Answers, Michaelmas Term, 1871. VI. Reviews of Books. VII. Answers to Correspondents.

*Copies of Vol. I. of the* LAW EXAMINATION JOURNAL, *containing Nos.* 1 *to* 14, *with full Indexes and Tables of Cases cited, may now be had, price* 16*s.*, *bound in cloth.*

# BAR EXAMINATION JOURNAL.

Edited by A. D. TYSSEN, B.C.L., M.A., SIR R. K. WILSON, BART., M.A., and W. D. EDWARDS, LL.B., Barristers at Law.

**Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12, from TRINITY TERM, 1871, to HILARY TERM, 1876.**

*Published in Numbers, 8vo., at 3s. each, by post 3s. 1d., after each Bar Examination.*

Subjects of Bar Examination. Examination Papers, with *the Answers.*

ENGLISH LAW:—Constitutional Law and Legal History; Equity; Common Law; Real Property; Jurisprudence, &c.; General Paper.

INDIAN LAW:—Hindu Law; Mahomedan Law; Penal Code; Criminal Procedure Code; Civil Procedure Code; Succession Act; General Paper.

Copies of Vol. I. of the Bar Examination Journal, containing Nos. 1 to 6 (1871 to 1873), with Index, &c. may be had, price 18*s.* cloth.

Copies of Vol. II. of the same, containing Nos. 7 to 11 (1873 to 1875), may be had, price 16*s.* cloth.

"Messrs. A. D. Tyssen and W. D. Edwards, Barristers at Law, have edited No. 12, Hilary Term, 1876, of the 'Bar Examination Journal,' published by Messrs. Butterworth. The number contains articles of a useful character on 'Reading for the Bar Examination;' 'Formation of a Law Library;' 'Reporting;' and also the Questions and Answers in the Bar Examinations of Hilary Term, with lists of successful candidates, and other information of interest to students for the bar. The article on 'Law Reporting' exhibits a mastery of the subject and deserves careful study."—*Law Journal, March 11th*, 1876.

---

**Pearce's Guide to the Inns of Court and Chancery; with** Notices of their Ancient Discipline, Customs and Entertainments; an Account of the Eminent Men of Lincoln's Inn, the Inner Temple, the Middle Temple, and Gray's Inn, &c.; together with the Regulations as to the Admission of Students, Keeping Terms, Call to the Bar, &c. By ROBERT R. PEARCE, Esq., Barrister at Law. 8vo. 8*s.* cloth.

---

# The Preliminary Examination Journal

## AND STUDENT'S LITERARY MAGAZINE.

EDITED BY JAMES ERLE BENHAM,

Formerly of King's College, London; Author of "The Student's Examination Guide," &c.

*Now complete in Eighteen Numbers, containing all the Questions and Answers from* 1871 *to* 1875, *and to be had in One Vol. 8vo., price* 18*s. cloth.*

**Nos. I. to XVIII. of the Preliminary Examination Journal may also still be had at 1s. each, by post 1s. 1d.**

They contain the following Artieles by the Editor, on—

"The Imperfections of the Orthography of the English Language." "Lectures on the Origin of the English Language." "What Endowments are essential to those aspiring to become Barristers and Solicitors?" "The Study of the English, French and Latin Languages." "How to become an Orator; with Selections from the Speeches of Lord Brougham, Pitt, Curran, Daniel O'Connell, the late Earl of Derby, Mr. Gladstone, Mr. Disraeli, and others." "How many Hours a Day do you recommend me to study?" "The Improvement of the Memory." "What leads to Success in Life?" "Brains; Quantity or Quality." "The Power of Imagination." "The Amalgamation of the Two Branches of the Profession." "The Advantage of Education." "Common Sense." "The New Jury Bill." "Ladies as Lawyers!" "Psychological Enquiries." "Eminent Lawyers." "Rhetoric." "Quotations by Authors and Advocates." "Men of Genius deficient in Conversation." "The Choice of a Profession, and its Influence on the Mind." "The Incorporation of the Inns of Court and the proposed Law University." "Orthography of Proper Names." "Absence of Mind." "A Predilection for One Author." "Accommodation for Law Students in Courts of Justice." "The School Board." "Inequalities of Genius." "Mysterious Personages." "The Lord Chief Justice of England on the Choice of a Profession." "The Solicitor General on Perseverance." "(*a*) Modern Classics; (*b*) the Value of Genuine Talent; (*c*) the Quality of Wit." "Synopses of leading Authors, Statemen, Poets, and Philosophers, and Ancient Classical Writers." "Memoirs of Charles Dickens, the late Lord Lytton, and John Stuart Mill"

Besides other Articles, Reviews, &c. &c.

**Drainage of Land: How to procure Outfalls by New Drains, or the** Improvement of Existing Drains, in the Lands of an adjoining Owner, under the Powers contained in Part III. of the Act 24 & 25 Vict. c. 133; with an Explanation of the Provisions, and Suggestions for the Guidance of Land Owners, Occupiers, Land Agents and Surveyors. By J. WILLIAM WILSON, Solicitor. 8vo. 1*s.* sewed.

**Supreme Appellate Jurisdiction. A Speech delivered in the** House of Lords on the 11th June, 1874. By the Right Hon. Lord O'HAGAN. 8vo. 1*s.* sewed.

**The Law and Facts of the Alabama Case, with Reference to the** Geneva Arbitration. By JAMES O'DOWD, Esq., Barrister at Law. 8vo. 2*s.* sewed.

**Foreshores.** Report of case The Queen at the prosecution of Williams *v.* Nicholson, for removing Shingle from the Foreshore at Withernsea. Heard at the Police Court, Hull, 31st May, 1870. 8vo. 1*s.* sewed.

**A Letter to the Right Hon. the Lord High Chancellor** concerning Digests and Codes. By WILLIAM RICHARD FISHER, of Lincoln's Inn, Esq., Barrister at Law. Royal 8vo. 1*s.* sewed.

**Indian Civil Service Examinations. On reporting Cases for the** Periodical Examinations by Selected Candidates for the Civil Service of India: Being a Lecture delivered on Wednesday, June 12, 1867, at King's College, London. By JOHN CUTLER, B.A., of Lincoln's Inn, Barrister at Law, Professor of English Law and Jurisprudence and Professor of Indian Jurisprudence at King's College, London. 8vo., 1*s.* sewed.

**Hamel's International Law, in connexion with Municipal Statutes** relating to the Commerce, Rights and Liabilities of the Subjects of Neutral States pending Foreign War; considered with reference to the Case of the Alexandra, seized under the provisions of the Foreign Enlistment Act. By FELIX HARGRAVE HAMEL, Barrister at Law. Post 8vo. 3*s.* boards.

**Francillon's Lectures, Elementary and Familiar, on English Law.** FIRST and SECOND SERIES. By JAMES FRANCILLON, Esq., County Court Judge. 2 vols. 8vo. 8*s.* each cloth.

**The Laws of Barbados. (By Authority.) Royal 8vo. 21s. cloth.**

**Le Marchant's Report of Proceedings of the House of Lords** on the Claims to the Barony of Gardner, with an Appendix of Cases illustrative of the Law of Legitimacy. By Sir DENIS LE MARCHANT, of Lincoln's Inn, Barrister at Law. 8vo. 18*s.* boards.

**Norman's Treatise on the Law and Practice relating to Letters** Patent for Inventions. By J. P. NORMAN, M.A., Barrister at Law. Post 8vo., 7*s.* 6*d.* cloth.

**Gray's Treatise on the Law of Costs in Actions and other Proceedings** in the Courts of Common Law at Westminster. By JOHN GRAY, Esq., of the Middle Temple, Barrister at Law. 8vo., 21*s.* cloth.

**Elements of the Logical and Experimental Sciences considered in** their relation to the Practice of the Law. 8vo. 14*s.* boards.

**Remarks on Law Reform. By G. W. M. Dale, of Lincoln's Inn,** Esq. 8vo. 1*s.* 6*d.* sewed.

**The Inns of Court and Legal Education pending Legislation** Reviewed, with Suggestions for the proper Foundation of a Law University. A Paper read at the Provincial Meeting of the Incorporated Law Society of the United Kingdom, held at Liverpool, 14th October, 1875. By C. T. SAUNDERS, a Member of the Council. 8vo. 1*s.* sewed.

**Law Students. Full Report of the Proceedings of the First** General Congress of Law Students' Societies, held at Birmingham 21st and 22nd May, 1872. 8vo. 2*s.* sewed.

**Legal Education. By W. A. Jevons. A Paper read at the Social** Science Congress at Leeds. 1871. 8vo. 6*d.* sewed.

**A Memoir of Lord Lyndhurst. By William Sidney Gibson, Esq.,** M.A., F.S.A., Barrister at Law, of Lincoln's Inn. Second edition, enlarged. 8vo. 2*s.* 6*d.* cloth.

**A Memoir of Mr. Justice Talfourd. By a Member of the Oxford** Circuit. Reprinted from the Law Magazine. 8vo. 1*s.* sewed.

**Speech of Sir R. Palmer, Q.C., M.P., at the Annual Meeting of the** Legal Education Association in the Middle Temple Hall, 1871; with a Report of the Proceedings. 8vo. 1*s.* sewed.

**The Ancient Land Settlement of England.** A Lecture delivered at University College, London, October 17th, 1871. By J. W. Willis Bund, M.A., Professor of Constitutional Law and History. 8vo. 1*s.* sewed.

**Baker's Compendium of the Statutes, Cases and Decisions af**fecting the Office of Coroner. By William Baker, Coroner of Middlesex. 12mo. 7*s.* cloth.

**Greening's Forms of Declarations, Pleadings and other Pro**ceedings in the Superior Courts of Common Law, with the Common Law Procedure Act, and other Statutes; Table of Officers' Fees; and the New Rules of Practice and Pleading, with Notes. By Henry Greening, Esq., Special Pleader. Second Edition. 12mo. 10*s.* 6*d.* boards.

**The Laws, Customs and Privileges, and their Administration in** the Island of Jersey, with Notices of Guernsey. By Abraham J. Le Cras. 12mo. 6*s.* cloth.

**Bowditch's Treatise on the History, Revenue Laws, and Govern**ment of the Isles of Jersey and Guernsey, to which is added the recent Acts as to Smuggling, Customs and Trade of the Isle of Man and the Channel Islands, Forms, Costs, &c. By J. Bowditch, Solicitor. 8vo. 3*s.* 6*d.* sewed.

**Pulling's Practical Compendium of the Law and Usage of** Mercantile Accounts: describing the various Rules of Law affecting them, at Common Law, in Equity, Bankruptcy and Insolvency, or by Arbitration. Containing the Law of Joint Stock Companies' Accounts, and the Legal Regulations for their Adjustment under the Winding-up Acts of 1848 and 1849. By Alexander Pulling, Esq. of the Inner Temple, Barrister at Law. 12mo. 9*s.* boards.

**Leigh's Abridgment of the Law of Nisi Prius. By P. Brady** Leigh, of the Inner Temple, Barrister at Law. 2 vols. 8vo. £2 : 8*s.* boards.

**Gurney's System of Short Hand. By Thomas Gurney.** First published in 1740, and subsequently improved. 17th Edition. 12mo. 3*s.* 6*d.* cloth.
"Gurney's is, we believe, admitted to be the best of the many systems, and a seventeenth edition appears to attest that fact."—*Law Times.*

**Linklater's Digest of, and Index to, the New Bankruptcy Act, 1869,** and the accompanying Acts. By John Linklater, Solicitor. Second Edition. Imperial 8vo., 3*s.* 6*d.* sewed.

**Moseley's Law of Contraband of War;** comprising all the American and English Authorities on the Subject. By Joseph Moseley, Esq., B.C.L., Barrister at Law. Post 8vo. 5*s.* cloth.

**Dr. Deane's Law of Blockade, as contained in the Judgments** of Dr. Lushington and the Cases on Blockade decided during 1854. By J. P. Deane, D.C.L., Advocate in Doctors' Commons. 8vo. 10*s.* cloth.

**Chart of Inheritance according to the Bengal School of Hindu Law.** By C. D. FIELD, LL.D., Barrister at Law, Author of "The Law of Evidence in British India." On stiff card, 5*s.*

**The Acts for the Commutation of Tithes in England and Wales,** with Notes, Observations, and an Epitome of the Law of Tithes. Second Edition. By J. T. SCHOMBERG, Esq., Q.C. 12mo. 7*s.* cloth.

**A Practical Treatise on Life Assurance; in which the Statutes,** &c., affecting unincorporated Joint Stock Companies are briefly considered and explained. SECOND EDITION. By FREDERICK BLAYNEY, Esq., Author of "A Treatise on Life Annuities." 12mo. 7*s.* boards.

**Sewell's Treatise on the Law of Sheriff, with Practical Forms** and Precedents. By RICHARD CLARKE SEWELL, Esq., D.C.L., Barrister at Law. 8vo. 21*s.* boards.

**The Law relating to Transactions on the Stock Exchange.** By HENRY KEYSER, Esq., Barrister at Law. 12mo., 8*s.* cloth.

**Sewell's Municipal Corporation Acts, 5 & 6 Will. 4, c. 76, and** 6 & 7 Will. 4, cc. 103, 104, 105, with Notes, and Index. By R. C. SEWELL, Esq., Barrister at Law. 12mo. 9*s.* boards.

**A Legigraphical Chart of Landed Property in England from** the time of the Saxons to the present Æra. By CHARLES FEARNE, Esq., Barrister at Law. On a large sheet, 6*s.* coloured.

**Dwyer's Compendium of the Principal Laws and Regulations** relating to the Militia of Great Britain and Ireland 12mo. 5*s.* 6*d.* cloth.

**The Common Law of Kent; or the Customs of Gavelkind.** With an Appendix concerning Borough English. By T. ROBINSON, Esq. THIRD EDITION, with Notes and References to modern Authorities, by JOHN WILSON, Esq. Barrister at Law. 8vo. 18*s.* boards.

**The Marriage and Registration Acts, 6 & 7 Will. 4, caps.** 85, 86; with Instructions, Forms, and Practical Directions. The Acts of 1837, viz. 7 Will. 4, c. 1, and 1 Vict. c. 22, with Notes and Index. By J. S. BURN, Esq., *Secretary to the Commission.* 12mo. 6*s.* 6*d.* boards.

**A Treatise on the Law of Gaming, Horse-Racing, and Wagers.** By FREDERIC EDWARDS, Esq., Barrister at Law. 12mo. 5*s.* cloth.

**A Digest of Principles of English Law; arranged in the order** of the Code Napoleon, with an Historical Introduction. By GEORGE BLAXLAND, Esq. Royal 8vo. £1 : 4*s.* boards.

**A Treatise on the Law of Commerce and Manufactures, and** the Contracts relating thereto; with an Appendix of Treaties, Statutes, and Precedents. By JOSEPH CHITTY, Esq. Barrister at Law. 4 vols. royal 8vo. £6 : 6*s.* boards.

**Anstey's Pleader's Guide; a Didactic Poem, in Two Parts,** The Eighth Edition. 12mo. 7*s.* boards.

**Hardy's Catalogue of Lords Chancellors, Keepers of the Great Seal,** and Principal Officers of the High Court of Chancery. By THOMAS DUFFUS HARDY, Principal Keeper of Records. Royal 8vo. 20*s.* cloth. (Only 250 copies printed.)

**Pothier's Treatise on the Contract of Partnership: with the** Civil Code and Code of Commerce relating to this Subject, in the same Order. Translated from the French. By O. D. TUDOR, Esq., Barrister. 8vo., 5*s.* cloth.

**Browne's Practical Treatise on Actions at Law, embracing the** subjects of Notice of Action; Limitation of Actions; necessary Parties to and proper Forms of Actions, the Consequence of Mistake therein; and the Law of Costs with reference to Damages. By R. J. BROWNE, Esq., of Lincoln's Inn, Special Pleader. 8vo., 16*s.* boards.

# Ecclesiastical Law.

**The Case of the Rev. G. C. Gorham against the Bishop of Exeter,** as heard and determined by the Judicial Committee of the Privy Council on appeal from the Arches Court of Canterbury. By EDWARD F. MOORE, Esq., M.A., Barrister at Law; Author of Moore's Privy Council Reports. Royal 8vo. 8*s.* cloth.

**Archdeacon Hale's Essay on the Union between Church and State,** and the Establishment by Law of the Protestant Reformed Religion in England, Ireland, and Scotland. By W. H. HALE, M.A., Archdeacon of London. 8vo. 1*s.* sewed.

**The Judgment of the Privy Council on Appeal in the Case of** Hebbert *v.* Purchas. Edited by EDWARD BULLOCK, of the Inner Temple, Barrister at Law, Reporter in Privy Council for the Law Journal Reports. Royal 8vo., 2*s.* 6*d.* sewed.

**Burder *v.* Heath. Judgment delivered on November 2, 1861,** by the Right Honorable STEPHEN LUSHINGTON, D.C.L., Dean of the Arches. Folio, 1*s.* sewed.

**The Case of Long *v.* Bishop of Cape Town, embracing the opinions** of the Judges of Colonial Court hitherto unpublished, together with the decision of the Privy Council, and Preliminary Observations by the Editor. Royal 8vo., 6*s.* sewed.

**The Judgment of the Dean of the Arches, also the Judgment of** the PRIVY COUNCIL, in Liddell (clerk), and Horne and others against Westerton, and Liddell (clerk) and Park and Evans against Beal. Edited by A. F. BAYFORD, LL.D.: and with an elaborate analytical Index to the whole of the Judgments in these Cases. Royal 8vo., 3*s.* 6*d.* sewed.

**The Law of the Building of Churches, Parsonages and Schools,** and of the Division of Parishes and Places—continued to 1874. By CHARLES FRANCIS TROWER, M.A., Barrister at Law. Post 8vo. 9*s.* cloth.

**The History and Law of Church Seats or Pews.** By ALFRED HEALES, F.S.A., Proctor in Doctors' Commons. 2 vols. 8vo. 16*s.* cloth.

**Field's Law relating to Protestant Curates and the Residence** of Incumbents or their Benefices in England and Ireland. By C. D. FIELD, M.A., LL.D., Author of "The Law of Evidence in India," &c. Post 8vo. 6*s.* cl.

**Hamel's Law of Ritualism in the United Church of England and** Ireland. With Practical Suggestions for Amendment of the Law, and a Form of Bill for that purpose. By F. HARGAVE HAMEL, Esq., of the Inner Temple, Barrister at Law. Post 8vo. 1*s.* sewed.

**The Judgment delivered by the Right Hon. Sir Robert Phillimore,** D.C.L., Official Principal of the Court of Arches, in the Cases of Martin *v.* Mackonochie and Flamank *v.* Simpson. Edited by WALTER G. F. PHILLIMORE, B.A., of the Middle Temple, Fellow of All Souls College, and Vinerian Scholar, Oxford. Royal 8vo. 2*s.* 6*d.* sewed.

**Judgment delivered by the Right Hon. Lord Cairns on behalf** of the Judicial Committee of the Privy Council in the case of Martin *v.* Mackonochie. Edited by W. ERNST BROWNING, Barrister at Law. Royal 8vo. 1*s.* 6*d.* sewed.

**The Privilege of Religious Confessions in English Courts of** Justice considered in a Letter to a Friend. By EDWARD BADELEY, Esq., M.A., Barrister at Law. 8vo. 2*s.* sewed.

**The Practice of the Ecclesiastical Courts, with Forms and Tables** of Costs. By H. C. COOTE, F.S.A., Proctor in Doctors' Commons, &c. 8vo. 28*s.* boards.

**A Practical Treatise on the Law of Advowsons** By J. MIREHOUSE, Esq., Barrister at Law. 8vo. 14*s.* boards.

**The Lord's Table: its true Rubrical Position. The Purchas** Judgment, not reliable. The Power of the Laity and Churchwardens to prevent Romanizing. Suggestions to the Laity and Parishes for the due ordering of the Table at Communion Time. The Rubrical Position of the Celebrant. By H. F. NAPPER, Solicitor. 8vo. 1*s.* sewed.

# New Works and New Editions in Preparation.

**Dr. Tristram's Contentious Practice of the High Court of Justice** in granting Probates and Administrations. Seventh Edition. In 8vo.

**The Third Edition of Robson's Treatise on the Law and Practice** in Bankruptcy. In 1 vol. 8vo.

**The Third Edition of the Law of Mortgage, and other Securities** upon Property. By WILLIAM RICHARD FISHER, of Lincoln's Inn, Esq., Barrister at Law. In 2 vols. royal 8vo.

**A Collection of Mortgage Precedents and Forms of Decrees. By** W. R. FISHER, Esq., of Lincoln's Inn, Barrister at Law. In 1 vol. royal 8vo.

**Oke's Game Laws.** Third edition. By J. W. WILLIS BUND, Esq., Barrister at Law. In post 8vo.

**Oke's Fishery Laws.** Second edition. By J. W. WILLIS BUND, Esq., Barrister at Law. In post 8vo.

**Glen's Law of Highways.** Third edition. In 8vo.

**Clifford and Rickards' Practice of the Court of Referees on** Private Bills in Parliament. Vol. I., Part II. In royal 8vo.


Imprinted at London,
*nvmber Seuen in Flete strete within Temple barre,*
whylom the signe of the Hande and starre,
and the Hovse where liued Richard Tottel,
printer by Special patentes of the bokes of the Common lawe
in the seueral Reigns of
*Kng Edw. VI. and of the qvenes Marye and Elizabeth.*

# Mr. Oke's Magisterial Works.

**Oke's Laws as to Licensing Inns, &c. 1874**; containing the Licensing Acts of 1872 and 1874, and the other Acts of Parliament relating to Licensed Houses, Beer-houses, Wine and Refreshment-houses, Music Halls, selling Intoxicating Liquors, and Billiard and Occasional Licenses. Systematically arranged, with Explanatory Notes, the subjects and Forms of Licenses, Table of Offences, Index, &c. By GEORGE C. OKE, late Chief Clerk to the Lord Mayor of London. Second Edition, with all the Cases decided to the present time. By W. CUNNINGHAM GLEN, Esq., Barrister-at-Law. Post 8vo. (*In the press.*)

**Oke's Magisterial Synopsis: a Practical Guide for Magistrates, their Clerks, Attorneys, and Constables**; containing Summary Convictions and Indictable Offences, with their Penalties, Punishments, Procedure, &c., (*very alphabetically and tabularly arranged*) with a Common Index. *Eleventh Edition, much enlarged.* By GEORGE C. OKE, late Chief Clerk to the Lord Mayor of London. In 2 vols. 12mo. 25*s.* cloth.

**Oke's Magisterial Formulist; being a Complete Collection** of Forms and Precedents for practical use in all Cases out of Quarter Sessions, and in Parochial Matters by Magistrates, their Clerks, Attorneys and Constables. By GEORGE C. OKE, Author of "The Magisterial Synopsis," &c. *Fifth Edition*, enlarged and improved. By THOMAS W. SAUNDERS, Esq., Barrister-at-Law, and Recorder of Bath. 12mo. 18*s.* cloth.

**Oke's Handy Book of the Game Laws**; containing the whole Law as to Game Licenses and Certificates, Qualifying Properties, Rabbits, Deer, Dogs, Birds and Poisoned Grain arranged for the European Kingdom systematically arranged, with the Acts, Decisions, Notes, Forms, Suggestions, &c. By GEORGE C. OKE, Author of "The Magisterial Synopsis," &c. *Third Edition.* By J. W. WILLIS BUND, Esq., Barrister-at-Law. (*In the Press.*)

**Oke's Handy Book of the Fishery Laws.** By GEORGE C. OKE, Author of "The Magisterial Synopsis." *Second Edition.* By J. W. WILLIS BUND, Esq., Barrister-at-Law, Author of "The Law of Salmon Fisheries in England and Wales," &c. 12mo. (*In the Press.*)

**Oke's Law of Turnpike Roads**; comprising the whole of the General Acts now in force, including those of 1871; the Acts as to Union of Trusts, the facilitating Arrangements as to Composition as to the Union of Trusts, the facilitating Arrangements as to Composition as to Debts, Contracts by Railways with Roads, their management and supervision, Exemptions from Parishes, &c., practically arranged. With Cases, Decisions, Notes, all the necessary Forms, and an elaborate Index, &c. By GEORGE C. OKE. *Second Edition.* 12mo. 18*s.* cloth.